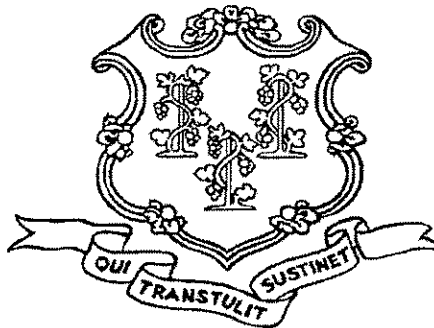


**STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS**

**DIVISION 0  
BIDDING DOCUMENTS**

**BIDDING REQUIREMENTS  
CONTRACT FORMS  
GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION**



**DEPARTMENT OF PUBLIC WORKS  
JAMES T. FLEMING  
COMMISSIONER**

**ROOM 453  
165 CAPITOL AVENUE  
HARTFORD, CONNECTICUT 06106**

**JULY 08, 2004**

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## NOTE TO ARCHITECT/ENGINEER & PROJECT MANAGER:

The Table of Contents includes Division 0 ( all bidding documents and General Conditions of the Contract), Division 1 (General Requirements) and Divisions 2 through 17.

(Technical Specifications). This Table of Contents is to be prepared and modified by the Architect/Engineer as required by the specifics of the project.

Division 0 Sections contain the bidding documents as required by the Department of Public Works and the Connecticut General Statutes. Any and all revisions to this section is the sole responsibility of the Department. The Architect/Engineer shall under no circumstances change these documents. The Architect /Engineer is responsible to list these sections in the Project Manual Table of Contents.

Division 1 Sections are the organizational key of the Project Manual. All revisions to this Division are the responsibility of the Architect/Engineer. Division 1 must be closely coordinated with Division 0, Division 2 through 17, the Drawings and the DPW Bid Data Sheet (to be filled out by the Architect/Engineer for bidding).

The Table of Contents must have the page count and this count must be inserted in the far right column. This will need to be revised for accuracy at the final Tracings and Masters submission.

Insert additional rows within each Division in order to accommodate the required Sections. If a Division is not part of the project scope, retain Division title and state not applicable under the Division title in the center column.

The **header and footer** for each page of the Project Manual shall match the format, font (Times New Roman), size (11 pt), font style (**BOLD & CAPITALIZED**) and line borders, of the header and footer shown herein.. The **header** of each page shall contain the Section Number, the Section Title, and the page number & number of pages as shown herein. The **footer** shall contain the project number in the right hand side as shown herein, including the Table of Contents. Division 0 and 1 contain a revision date in the left side of the footer This date is to remain as it is for Department informational purposes only and should not be altered by the Architect/Engineer.

Where text is bold and italicized, it is for example purposes only and must be modified and edited by the Consultant to make it project specific.

In Divisions 2 through 17 "insert rows as required for the number of sections.  
Edit the Number of Volumes as required by the size & number of pages in the Project Manual.

A floppy copy should be given to the Project Manager at T&M submittal for the table of contents. The page numbers for Division 0 will be adjusted by DPW.

USE 'P' DRIVE, DIVISION 1, NON-PRINT NOTES, LONG TO FIND TABLE OF CONTENTS.

HOWEVER, THE 7/8/04 VERSION IS THE CORRECT VERSION WHICH INCLUDES SECTION 00021.

**To access the Table of Contents for Formal or Informal projects:**

Click on the "P" drive

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Teams folder

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Project Manual Divisions 0 & 1

\* Division 1 Long Version (**Formal** Table of Contents)

NonPrint Notes Div 1 Long

00001 Table of Contents (Long Master)

**OR\***

\* Division 1 Short Version (**Informal** Table of Contents)

NonPrint Notes Div 1 Short

00001 TOC (Short) Master

**To access Division 0 Master Documents:**

Click on the "P" drive

Click on:

Teams folder

Manuals

Project Manager's Manual

6 Bid Stage

Forms

Project Manual Divisions 0 & 1

Prevention in Construction", the standards of the Connecticut Labor Department and Occupational Safety and Hazard Association (OSHA).

**19.4** The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of employees of the State and the public, and shall post danger signs warning against any dangerous condition or hazard created by such things as protruding nails, well holes, elevator hatchways, scaffolding, window openings, excavations, tripping hazards or slipping, stairways and falling materials.

**19.5** The Contractor shall designate a qualified and responsible on site staff person, whose duty shall be the prevention of accidents. The name and position of the designated person shall be reported to the Owner by the Contractor at the commencement of the Contract.

**19.6** The Contractor shall at all times protect excavation, trenches, buildings and all items of Work from damage by rain, water from melted snow or ice, surface water run off and subsurface water usual for the vicinity at the time of operations; and provide all pumps and equipment and enclosures to insure such protection.

**19.7** The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavation, basements, footings and foundations free of water.

**19.8** The Contractor shall remove all snow and ice as may be required for access to the site and proper protection and prosecution of the Work.

**19.9** The Contractor shall install bracing, shoring, sheathing, sheet piling, caissons and any other underground facilities as required for safety and proper execution of the Work, and shall remove this portion of the Work when no longer necessary.

**19.10** During cold weather the Contractor shall protect all Work from damage. If low temperature makes it impossible to continue operations safely in spite of cold weather precautions, the Contractor may cease Work upon the written approval of the Commissioner.

## **ARTICLE 20** **TEMPORARY UTILITIES**

**20.1** Unless expressly provided for otherwise in the Contract Documents, the Contractor shall include in the bid the costs of all temporary utilities required for project completion and protection of the Work. Said temporary

utilities include but are not limited to lighting, heating, cooling, electrical power, water, telephone, sanitary facilities, and potable water.

## **ARTICLE 21** **CORRECTION OF WORK**

**21.1** The Contractor shall promptly and without expense to the Owner remove from the premises all materials rejected by or unacceptable to the Commissioner as failing to conform to the Contract Documents, whether incorporated in the Work or not.

**21.2** The Contractor shall promptly and without expense to the Owner replace any such materials which do not conform to the Contract Documents, and shall bear the expense of making good all Work of other Contractors or Subcontractors destroyed or damaged by such removal or replacement.

**21.3** If the Contractor, after receipt of notice from the Owner, shall fail to remove such rejected or unacceptable materials within a reasonable time as fixed in said notice, the Owner may remove and store such materials at the expense of the Contractor.

**21.4** Such action shall not affect the obligation of the Contractor to replace and complete assembly and installation of the Work and to bear the expenses referred to above. Prior to the correction of rejected or unacceptable Work or if the Commissioner deems it inexpedient or undesirable to correct any portion of the Work which was rejected, deemed unacceptable or not done in accordance with the Contract Documents, the Contract sum shall be reduced by such amount as, in the judgment of the Commissioner, shall be equitable.

**21.5** No extension of time will be given to the Contractor for correction of rejected or unacceptable Work. All significant punchlist Work shall be completed before Substantial Completion is determined. The remaining minor punchlist Work, as determined by the Commissioner, shall be completed within 60 days of established Substantial Completion date.

**21.6** Final Payment shall not relieve the Contractor of responsibility for the defects in material or workmanship.

**21.7** Unless expressly provided for otherwise in the Contract Documents, the Contractor shall remedy any rejected or unacceptable Work, and any Work found to be not conforming to the Contract Documents which is discovered within 18 Months after the date of Substantial Completion. The Contractor shall pay for any damage to other Work caused by such nonconforming Work

or any damage created in correcting the nonconforming Work.

**ARTICLE 22**  
**GUARANTEES and WARRANTIES**

**22.1** Unless expressly provided for otherwise in the Contract Documents, the Contractor shall provide a warranty on the Work for an 18-Month period from the date of Substantial Completion. The Contractor shall warrant that the equipment, materials and workmanship are of good quality and new, unless permitted elsewhere by the Contract Documents, and that the Work shall be free from defects not inherent in the quality required or permitted and that the Work conforms to the Contract Documents.

**22.2** Disclaimers and limitations from manufactures, Subcontractors, suppliers or installers to the Contractor shall not relieve the Contractor of the Warranty on the Work. The Contract Documents detail the related damages, reinstatement of warranty, replacement cost and Owner's recourse.

**ARTICLE 23**  
**CUTTING, FITTING, PATCHING AND DIGGING**

**23.1** The Contractor will perform or will cause the Subcontractors to perform all cutting, fitting or patching of the portion(s) of the Work that may be required to make the several parts thereof joined and coordinated in a manner satisfactory to the Commissioner and in accordance with the Plans and Specifications.

**23.2** The responsibility for defective or ill-timed Work shall be with the Contractor, but such responsibility shall not in any way relieve the Subcontractor who performed such Work. Except with the consent of the Commissioner, neither the Contractor nor any of its Subcontractors shall cut or alter the Work of any other Contractor or Subcontractor.

**ARTICLE 24**  
**CLEANING UP**

**24.1** The Contractor shall, on a daily basis, keep the premises free from accumulations of waste material or rubbish.

**24.2** Prior to Final Completion of the Work, the Contractor shall remove from and about the site of the Work, all rubbish and all temporary structures, tools, scaffolding and surplus materials, supplies and equip-

ment which may have been used in the performance of the Work. If the Commissioner in his sole discretion determines that the Contractor has failed to clean the work site, the Owner may remove the rubbish and charge the cost of such removal to the Contractor. A deduct Change Order will be issued by the Owner to recover such cost.

**ARTICLE 25**  
**ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER**

**25.1** The Commissioner hereby declares that the Department of Public Works Project Manager is the Commissioner's only authorized representative to act in matters involving the Owner's or Architect's ability to revoke, alter, enlarge or relax any requirement of the Contract Documents; to settle disputes between the Contractor and the Construction Administrator; and act on behalf of the Commissioner. In all such matters, the provisions of ARTICLES 13 and 14 herein shall guide the Project Manager.

**25.2** In no event may the Contractor act on any instruction of the Agency without written consent of the Owner. In the event the Contractor acts without such consent, he does so at his own risk and at his own expense, not only for the Work performed, but for the removal of such Work as determined necessary by the Commissioner.

**25.3** In the performance of the work, The Contractor shall abide by all orders, directions, and requirements of the Commissioner at such time and places and by such methods and in such manner and sequence as the Commissioner may require.

**25.4** The Commissioner shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, Contract Documents and extra work orders and shall decide all other questions in connection with the Work.

**25.5** The Contractor shall employ no plant, equipment, materials, methods or persons to which the Commissioner objects and shall remove no plant materials, equipment or other facilities from the site of the Work without the permission of the Commissioner. Upon request, the Commissioner shall confirm in writing any oral order, direction, requirement or determination.

**25.6** In accordance with Section 4b-24 and 4b-23 of the Connecticut General Statutes, the public auditors of the State of Connecticut and the auditors or accountants of the Commissioner of Public Works shall have

the right to audit and make copies of the books of any contractor employed by the Commissioner.

**ARTICLE 26**  
**AUTHORITY OF THE CONSTRUCTION**  
**ADMINISTRATOR**

**26.1** The Construction Administrator employed by the Commissioner is authorized to inspect all Work for conformance to the Contract Documents. The Construction Administrator is authorized to reject all Work found to be defective, unacceptable and nonconforming to the Contract Documents. Such inspections and rejections may extend to all or any part of the Work, and to the preparation or manufacture of the material to be used.

**26.2** The Construction Administrator is not empowered to revoke, alter, enlarge or relax any requirements of the Contract Documents, or to issue instructions contrary to the Contract Documents. The Construction Administrator shall in no case act as foreman or perform other duties for the Contractor, nor shall the Construction Administrator interfere with the management of the Work by the Contractor. Any advice, which the Construction Administrator may give the Contractor, shall in no way be construed as binding the Commissioner or Owner in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.

**26.3** In any dispute arising between the Contractor and the Construction Administrator with reference to inspection and rejection of the Work, the Construction Administrator may suspend work on the non-compliant portion of the Work until the dispute can be referred to and decided by the Commissioner.

**ARTICLE 27**  
**SCHEDULE OF VALUES,**  
**APPLICATION FOR PAYMENT**

**27.1** Immediately after the signing of the Contract, the Contractor shall furnish for the use of the Commissioner as a basis for estimating partial payments, a certified Schedule of Values, totaling the contract sum and broken down into quantities and unit costs, as outlined in the Contract Documents and as directed by the Owner. The Schedule of Values must reflect true costs and be in sufficient detail to be an effective tool for monitoring the progress of the Work. Upon request of the Commissioner, the Contractor shall supply copies of signed Contracts, vendor quotations, etc. as back up to the Schedule of Values.

**27.2** Approval of the Schedule of Values by the Commissioner is required prior to any payment by the Owner.

**27.3** The Schedule of Values shall include a breakdown of the Contractor's general condition costs.

**27.3.1** Non-recurring costs, (i.e. Mobilization costs, utility hook-ups, temporary heat) will be paid at the time of occurrence.

**27.3.2** Reoccurring costs will be paid in proportion to the percent of completion of the project.

**27.4** The Schedule of Values shall include a breakdown of Contract closeout costs including systems certification testing and acceptance, training, warranties, guarantees, as-builts and attic stock.

**27.5** The Contractor shall make periodic applications for payment, which shall be subdivided into categories corresponding with the approved Schedule of Values and shall be in such numbers of copies as may be designated by the Commissioner.

**ARTICLE 28**  
**PARTIAL PAYMENTS**

**28.1** The Commissioner will examine the Contractor's Applications For Payments to determine, in the opinion of the Commissioner, the amounts that properly represent the value of the Work completed and for the materials suitably stored on the site.

**28.2** In making such Application For Payment for the Work, there shall be deducted (10%) ten percent of the amount of each Application for Payment to be retained by the Owner as Retainage until Final Completion.

**28.3** Retainage withheld at Final Payment shall not be more than ten percent (10%) of the Contract Sum.

**28.2.1** The Commissioner has the sole discretion in the determination of reduction in Retainage. At (50%) fifty percent completion of the Work the Department of Public Works Project Manager may issue a "Contractor's Performance Evaluation". If the Contractor receives a performance evaluation score of "Good" or better then the Retainage withheld may be reduced by (50%) fifty percent of the Retainage. All subsequent Applications For Payment shall be subject to the Retainage amount as determined at the sole discretion of the Commissioner. In the event of a reduction in Retainage the minimum Retainage withheld at Final Payment shall not be less than five percent (5%) of the Contract Sum.

**28.2.2** A "Good" Contractor's Performance Evaluation score shall be defined as a minimum

total score of (60) sixty units and with no individual evaluation items rated (0) zero.

**28.3** The decision of the Commissioner to reduce the Retainage rate will be based upon the Contractor's Performance Evaluation score for completed portions of the Work as set out above and other factors that the Commissioner may find appropriate as follows:

**28.3.1** The Contractor's timely submission of an appropriate and complete CPM Schedule or Construction Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or Architect's comments on the submitted material resulting in an appropriate basis for progress of the Work.

**28.3.2** The Contractor's timely and proper submission of all Contract Document required submissions: including but not limited to shop drawings, material certificates and material samples and the prompt resolution of the Owners and/or Architect's comments on the submitted material resulting in an appropriate progress of the Work.

**28.3.3** The Contractor's provision of proper and adequate supervision and home office support of the Project and any Subcontractor Work resulting in coordinated progress and proper quality control for the Work.

**28.3.4** The Work completed to date has been installed or finished in a manner acceptable to the Owner.

**28.3.5** The progress of the Work is consistent with the approved CPM Schedule or Construction Schedule.

**28.4** No payments will be made for improperly stored or protected materials or unacceptable Work.

**28.5** At his sole discretion, the Commissioner may allow to be included in the monthly requisitions payment requests for materials and equipment stored off the site.

**28.5.1** In the event the Commissioner allows the Contractor to include in his requisitions payment requests for materials and equipment stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored materials and equipment, and follow such other procedures as may be required by the State to obtain the Commissioner's approval of such requests.

**28.5.2** The Architect or Construction Administrator shall have inspected said materials and equipment and recommended payment

therefor. The Contractor shall pay for the cost of the Architect's or Construction Administrator time and expense in performing these inspection services.

## **ARTICLE 29 DELIVERY OF STATEMENT SHOWING AMOUNTS DUE FOR WAGES, MATERIALS AND SUPPLIES**

**29.1** For each Application for Payment under this Contract, the Owner reserves the right to require the Contractor and every Subcontractor to submit a written verified statement, in a form satisfactory to the Owner, showing in detail all amounts then due and unpaid by such Contractor or Subcontractor for daily or weekly wages to all laborers employed by him for the performance of the Work or to other persons for materials, equipment or supplies delivered at the site.

**29.2** The term laborers as used herein shall include workmen, workwomen, and mechanics.

**29.3** Failure to comply with this requirement may result in the Owner withholding the application for payment pursuant to Article 28.

## **ARTICLE 30 COMPLETION AND ACCEPTANCE**

### **30.1 Substantial Completion:**

**30.1.1** When the Contractor considers that the Work, or a portion thereof is Substantially Complete, the Contractor shall request an inspection of said Work to the Construction Administrator.

**30.1.2** Upon receipt of the request, the Architect, Construction Administrator and Owner, will make an inspection to determine if the Work or designated portion thereof is Substantially Complete. If the inspection discloses any item, whether or not included on the inspection list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item.

**30.1.3** The Contractor shall then submit a request for another inspection. The determination of Substantial Completion is solely within the discretion of the Owner.

**30.1.4** When the Work or designated portion thereof is determined to be Substantially Complete, the Contractor will be provided a Certificate of Substantial Completion from the Owner. The Certificate of Substantial Completion, shall establish the date when the responsibilities of the Contractor for secu-



ity, maintenance, heat, utilities, damage to the Work and insurance, are transferred to the Owner and shall fix the time within which the Contractor shall finish all items on the inspection list accompanying the Certificate.

**30.1.5** The Certificate of Substantial Completion shall be signed by the Construction Administrator, Owner, and Architect.

**30.1.6** Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Administrator and Architect, the Owner shall make payment reflecting adjustment in Retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

**30.2 Final Completion:**

**30.2.1** Upon Final Completion of the Work, the Contractor shall forward to the Construction Administrator a written notice that the Work is ready for Final Inspection and Acceptance and shall also forward to the Construction Administrator, a Final Application for Payment.

**30.2.2** When the Work has been completed in accordance with terms and conditions of the Contract Documents a Certificate of Completion shall be issued to be signed by the Contractor.

**ARTICLE 31**  
**FINAL PAYMENT**

**31.1** The Owner reserves the right to retain for a period of thirty (30) days after filing of the Certificate of Completion and Acceptance the amount therein stated less all prior payments and advances whatsoever to or for the account of the Contractor.

**31.2** All prior estimates and payments, including those relating to extra or additional Work, shall be subject to correction by the Final Payment.

**31.3** No Application for Payment, Final or Partial, shall act as a release to the Contractor or the Contractor's sureties from any obligations under this Contract.

**31.4** The Architect and Construction Administrator will promptly issue the Certificate for Payment, stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Payment is due and payable.

**31.5** Final Payment shall not be released until a Certificate of Completion and Acceptance and a Certificate of Compliance have been issued.

**31.6** Neither Final Payment nor any Retainage shall become due until the Contractor submits to the Owner the following:

**31.6.1** An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.

**31.6.2** A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire without at least 30 days prior written notice to the Owner.

**31.6.3** A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.

**31.6.4** Written consent of surety, if any, to Final Payment.

**31.6.5** If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

**31.6.6** If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Completion and the Construction Administrator and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Administrator and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than Retainage withheld, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to Final Payment. Such payment shall be made under terms and conditions

governing Final Payment, except that it shall not constitute a waiver of Claims.

**ARTICLE 32**  
**OWNER'S RIGHT TO WITHHOLD PAYMENTS**

**32.1** The Commissioner may withhold a portion of any Payment due the Contractor that may, in the judgment of the Commissioner, be necessary:

**32.1.1** To assure the payment of just claims then due and unpaid to any persons supplying labor or materials for the Work.

**32.1.2** To protect Owner from loss due to defective, unacceptable or non-conforming Work not remedied by the Contractor.

**32.1** To protect the Owner from loss due to injury to persons or damage to the Work or property of other Contractors, Subcontractors, or others caused by the act or neglect of the Contractor or any of its Subcontractors.

**32.2** The Owner shall have the right to apply any amount withheld under this section as the Owner may deem proper to satisfy protection from claims. The amount withheld shall be considered a payment to the Contractor.

**32.3** The Owner has the right to withhold payment if the Contractor fails to provide accurate submissions of submittals, up date the status including but not limited to the following: as-built documents, request for information (RFI) log, Schedule, submittal log, change order log, certified payrolls and daily reports and all other requirement of the Contract Documents.

**32.4** Neither Final Payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Administrator:

**32.4.1** An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,

**32.4.2** A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,

**32.4.3** A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,

**32.4.4** Consent of surety, if any, to Final Payment and

**32.4.5** If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

**32.5** If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

**ARTICLE 33**  
**OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

**33.1** The Commissioner shall have the authority to suspend the Work wholly or in part, for such period or periods as the Commissioner considers to be in the best interests of the State, or in the interests of public necessity, convenience or safety. During such periods the Contractor shall store all materials and equipment, in such a manner to prevent the materials and equipment from being damaged in any way, and the Contractor shall take precautions to protect the Work from damage.

**33.1.1** If the Commissioner, in writing, orders the performance of all or any portion of the Work to be suspended or delayed for an unreasonable period of time (i.e. not originally anticipated, customary, or inherent in the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Commissioner in writing a request for a Contract adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall set forth the specific reasons and support for said adjustment.

**33.1.2** The Commissioner shall evaluate any such requests received. If the Commissioner agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and that the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors, and was not caused by weather, then the Commissioner will make a reasonable adjustment, excluding profit, of the Contract terms. The Commissioner will notify the Contractor of the determination as to what adjust-

ments of the Contract, if any, that the Commissioner deems warranted.

**33.1.3** No Contract adjustment will be made unless the Contractor has submitted the request for adjustment within the time prescribed.

**33.1.4** No contract adjustment will be made under this Article to the extent that performance would have been suspended or delayed by any other cause within the Contractor's control or by any factor for which the Contractor is responsible under the Contract; or that such an adjustment is provided for or excluded under other term or condition of this Contract.

**33.2** Notwithstanding any provision or language in the Contract to the contrary, the State may terminate the Contract whenever the Commissioner determines at his sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination shall be effective.

**33.2.1** In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner, however, no claim for lost overhead or profits shall be allowed.

**33.2.2** Materials obtained by the Contractor for the Work that have been inspected, tested as required, and accepted by the Commissioner, and that are not incorporated into the Work, shall, at the option of the Commissioner, be purchased from the Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the Commissioner, as shown by actual cost records.

**33.2.3** Termination of the Contract shall not relieve the Contractor or its Surety of their responsibilities for the completed Work, nor shall it relieve the Contractor's Surety of its obligations to ensure completion of the Work and to pay legitimate claims arising out of Work.

#### **ARTICLE 34** **SUBLETTING OR ASSIGNING OF CONTRACT**

**34.1** The Contract or any portion thereof, or the Work provided for therein, or the right, title or interest of the Contractor therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, firm or corporation without the written consent of the Commissioner.

**34.2** No person, firm or corporation other than the Contractor to whom the Contract was awarded shall be

permitted to commence Work at the site of the Contract until such consent has been granted.

#### **ARTICLE 35** **CONTRACTOR'S INSURANCE**

**35.1** The Contractor shall not start Work under the Contract until they have obtained insurance as stated in SECTIONS 00300 CERTIFICATE OF INSURANCE and 00020 BID PROPOSAL FORM, subsections 4.4.2 and 4.4.3, of this Project Manual and until the insurance has been approved by the Owner. The Contractor shall not allow any Subcontractor to start Work until the same insurance has been obtained by the Subcontractor and approved by the Owner or the Contractor's insurance provides coverage on behalf of the Subcontractor. The Contractor shall send Certificates of Liability Insurance to the Bidding and Contracts Unit, Department of Public Works, 165 Capitol Avenue, Room G-35, Hartford, CT 06106 unless otherwise directed in writing. Presented below is a narrative summary of the insurance required.

**35.1.1 Commercial General Liability** insurance including contractual liability, products/completed operations, broad form property damage and independent Contractors. The limits shall be no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Coverage for hazards of explosion, collapse and underground (X-C-U) and for asbestos abatement when applicable to this Contract must also be included when applicable to the Work to be performed. The State of Connecticut, the Department of Public Works, and their respective officers, agents, and employees shall be named as an Additional Insured. This coverage shall be provided on a primary basis.

**35.1.2 Owner's and Contractor's Protective Liability** insurance providing a total limit of \$1,000,000 for all damages arising out of bodily injury or death of persons in any one accident or occurrence and for all damages arising out of injury or destruction of property in any one accident or occurrence and subject to a total (aggregate) limit of \$2,000,000 for all damages arising out of bodily injury to or death of persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. This coverage shall be for and in the name of the State of Connecticut.

**35.1.3** The operation of all motor vehicles including those owned, non-owned and hired or used in connection with the Contract shall be covered by Automobile Liability insurance providing for a total limit of \$1,000,000 for all damages arising out of bodily inju-

ries to or death of all persons in any one accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000. This coverage shall be provided on a primary basis. Should the Contractor not own any automobiles, the automobile & liability requirement shall be amended to allow the Contractor to maintain only hired and non-owned liability.

**35.1.4 Excess Liability (Other than Umbrella Form)** insurance in the amount of \$5,000,000 for bids of \$1,000,000 - \$10,000,000 and in the amount of \$10,000,000 for bids of \$10,000,001 - \$20,000,000. Refer to Section 00900 Amendments of the Project Manual for Excess Liability insurance requirements for bids exceeding \$20,000,000.

**35.1.5 Workers' Compensation and Employer's Liability** as required by Connecticut Law and **Employers' Liability** with a limit of not less than \$100,000 per occurrence, \$500,000 disease policy limit and \$100,000 disease each employee. When Work is on or contiguous to navigable bodies of waterways and ways adjoining, the Contractor shall include Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act.

**35.1.6 Special Hazards** insurance, if required, will be stated in SECTION 00020 BID PROPOSAL FORM, subsection 4.4.2 of this Project Manual. This includes coverage for explosion, collapse or underground damage and for asbestos abatement when applicable when applicable to this Contract and shall be no less than \$1,000,000 each occurrence.

**35.1.7 Builder's Risk** insurance, if required, will be stated in Section 00020 Bid Proposal Form, subsection 4.4.3 of this Project Manual.

**35.1.8 Inland Marine/Transit Insurance:** With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall maintain inland marine/transit insurance provided the coverage is not afforded by a Builder's Risk policy.

**35.2 Satisfying Limits Under an Umbrella Policy:** If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Automobile Liability, and Employer's Liability coverage under an Umbrella or Excess Liability policy. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability

policy provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability policy shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The State of Connecticut shall be specifically endorsed as an Additional Insured on the Umbrella or Excess Liability policy, unless the Umbrella or Excess Liability policy provides continuous coverage to the underlying policies on a complete "Follow-Form" basis.

**35.3** Each insurance policy required to be maintained by the Contractor except Workers' Compensation and Automobile Liability shall endorse the State of Connecticut as an Additional Insured. Additional Insured endorsements shall provide coverage on a primary basis.

**35.4** When required to be maintained, the Builder's Risk and Inland Marine/Transit Insurance policy shall endorse the State of Connecticut as a Loss Payee.

**35.5** The Contractor shall, at its sole expense, maintain in full force and effect at all times during the life of the Contract or the performance of Work hereunder, insurance coverage as described herein. Certificates shall include a minimum thirty (30) day endeavor to notify requirement to the Owner prior to any cancellation or non-renewal.

**35.6** The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention, including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

**35.7** The requirement contained herein as to types and limits of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

**35.8 Hold Harmless Provisions:** The Contractor shall at all times indemnify and save harmless the State of Connecticut, the Department of Public Works, and their respective officers, agents, and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of said State or Department, or of the Contractor, his Subcontractor, or materialmen and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or

personal (including property of said State or Department) caused in whole or in part by the acts, omissions, or neglect or the Contractor including but not limited to any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the Contractor, any Subcontractor, materialman, or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual commencement of the Work whichever occurs first until its completion as certified by the Department of Public Works.

**ARTICLE 36**  
**FOREIGN MATERIALS**

**36.1** Preference shall be given to articles or materials manufactured or produced in the United States, Canada, and Mexico, the members of North American Free Trade Agreement (NAFTA), and the products shall meet all of the referenced standards and specifications for conditions of performance, quality and price with duty being equal.

**36.2** Only articles or materials manufactured or produced in the United States, Canada, and Mexico, the members of North American Free Trade Agreement (NAFTA), will be allowed. The foregoing provisions shall not apply to foreign articles or materials required by the Contract Documents.

**ARTICLE 37**  
**HOURS OF WORK**

**37.1** No person shall be employed to work or be permitted to work more than eight (8) hours in any day or more than forty (40) hours in any week for any Work provided in the Contract, in accordance with Connecticut General Statute Section 31-57.

**37.2** The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Commissioner, in accordance with Connecticut General Statute Section 31-57.

**ARTICLE 38**  
**DAYS OF WORK**

**38.1** Working Calendar Days include all days that the Contractor is permitted to execute the Work or employ any person to execute the Work within the Contract Time.

**38.2** Non-working Calendar Days include all Saturdays, Sundays, Legal State Holidays and any other days identified in the Contract Documents that the Contractor is not permitted to execute the Work or employ any person to execute the Work. The restriction of non-working Calendar Days may be suspended upon the approval or direction of the Commissioner.

**ARTICLE 39**  
**CONTRACT TIME**

**39.1** The Contract Time is the number of calendar days, allotted in the Bidding Documents, for execution and Substantial Completion of the Work, including authorized adjustments thereto. The Contract Time is the sum of all working and non-working calendar days.

**39.2** If weather conditions prevent the Contractor from executing the Work, the Contract Time may be extended by Change Order, for such reasonable time as may be determined by the Owner.

**ARTICLE 40**  
**CALENDAR DAY**

**40.1** This is each day of the calendar.

**END**

**AMENDMENTS**

**AMENDMENT NO. 1-A**

**1-A.1 PREVAILING WAGE RATES:**

NOTWITHSTANDING THE AMOUNT OF THE BID OR DPW'S ESTIMATED COST FOR THIS PROJECT, PREVAILING WAGES ARE REQUIRED ON THIS PROJECT, IN ACCORDANCE WITH THE SCHEDULE PROVIDED IN THE BID DOCUMENTS, PURSUANT TO CONNECTICUT GENERAL STATUTES SECTION 31-53 (a-h), AS AMENDED.

The prevailing wage laws set forth in Part III of Chapter 557 of the Connecticut General Statutes apply to all contracts and subcontracts for work performed on this project. Failure to pay the prevailing rate of wages to any mechanic, laborer or worker employed upon this project or to make appropriate payments or contributions on behalf of such employees to any employee welfare fund is punishable under the provisions of subsection (b) of Section 31-53 of the General Statutes.

Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."

Wage Rates will be posted each July 1<sup>st</sup> on the Department of Labor website: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us) . Such prevailing wage adjustment will not be considered a matter for an annual contract amendment.

**1-A.2 SET-ASIDE/MINORITY BUSINESS ENTERPRISE PARTICIPATION:**

THIS PROJECT REQUIRES SET-ASIDE AND/OR MINORITY BUSINESS ENTERPRISE PARTICIPATION AS STATED IN SECTION 4.6 OF THE BID PROPOSAL FORM, IN ACCORDANCE WITH CONNECTICUT GENERAL STATUTES SECTION 4a-60g, "SET-ASIDE PROGRAM FOR SMALL CONTRACTORS, MINORITY BUSINESS ENTERPRISES, AND INDIVIDUALS WITH A DISABILITY."

For further information regarding the Set-Aside Program, contact the Department of Administrative Services, BUSINESS CONNections Division @ (860) 713-5236, or visit the DAS web site @ [www.das.state.ct.us/busopp.asp](http://www.das.state.ct.us/busopp.asp).

**AMENDMENT NO. 2**

- 2.1 THIS PROJECT EXCEEDS THE THRESHOLD BUILDING LIMITS AND MUST COMPLY WITH THE FOLLOWING.

NOT APPLICABLE.

OR

- 2.1 THIS PROJECT EXCEEDS THE THRESHOLD BUILDING LIMITS AND MUST COMPLY WITH THE FOLLOWING:

The State of Connecticut Department of Consumer Protection ("DCP") has been empowered to implement Connecticut General Statutes Section 20-341gg.

This Statute mandates that all general contractors and major subcontractors performing any work that impacts upon the structural integrity of a structure or addition that exceeds the Threshold limits as defined in Connecticut General Statute Sec. 29-276b must be registered or licensed by the State of Connecticut according to the provisions of Conn. Gen. Stat. Sec. 20-341gg.

THE PRIME CONTRACTOR AND ALL MAJOR SUBCONTRACTORS MUST POSSESS A VALID REGISTRATION OR LICENSE ISSUED BY THE DEPARTMENT OF CONSUMER PROTECTION AT THE TIME THAT BIDS ARE RECEIVED FOR THIS PROJECT.

For further information contact DCP LICENSE SERVICES @ (860) 713-6000 or visit the DCP web site @ [www.dcp.state.ct.us/licensing](http://www.dcp.state.ct.us/licensing).

**AMENDMENT NO. 3**

**3.1 EXCESS LIABILITY INSURANCE REQUIREMENT:**

NOT APPLICABLE.

**OR**

**3.1 EXCESS LIABILITY INSURANCE REQUIREMENT:**

THIS PROJECT REQUIRES EXCESS LIABILITY (OTHER THAN UMBRELLA FORM)  
INSURANCE IN THE AMOUNT OF \$ \_\_\_\_\_.

REFER TO SECTION 00700, GENERAL CONDITIONS, ARTICLE 35, OF THIS  
PROJECT MANUAL FOR OTHER INSURANCE REQUIREMENTS.

**END OF SECTION**



ENTER TITLE ON THIS LINE IN ALL CAPS  
USE THIS LINE ALSO IF NEEDED FOR TITLE  
ENTER TOWN, CONNECTICUT  
PROJECT: BI - -

BID OPENING	1:00 P.M.	MONTH, DAY, YEAR
ADDENDUM NUMBER	DATE OF ADDENDUM:	MONTH, DAY, YEAR

The following clarifications are applicable to drawings and specifications for the project referenced above.

Item 1

Item 2

Etc., etc.

All questions must be in writing (not phone or e-mail) and must be forwarded to the consulting Architect/Engineer (Name and Fax Number) with copies sent to the DPW Project Manager (Name and Fax Number) and Construction Manager (if applicable, Name and Fax Number)

End of Addendum Number \_\_\_\_\_ (spell out: One, Two, etc. and center on page)

David Busanet, Bidding & Contracts Supervisor  
Department of Public Works

(Go into View – revise footer, then delete this note)

Division 0

**(PSO shall highlight and copy the masters into their own file for each new project.)**

## INVITATION TO BID

ADV. NO.: \_\_\_\_\_

ADV. DATE: \_\_\_\_\_

SEALED BIDS ADDRESSED TO THE DEPARTMENT OF PUBLIC WORKS - STATE OF CONNECTICUT FOR:

<b>ITEM NO.:</b>	
<b>Project Title:</b>	
<b>Project Number:</b>	
<b>Cost Estimate Range:</b>	\$ _____ – \$ _____
<b>Plans &amp; Specs Ready:</b>	
<b>A NON-REFUNDABLE FEE OF PER SET IS REQUIRED</b>	\$ _____
<b>Set-Aside Participation</b>	25%
<b>Including MBE/WBE</b>	6.25%
<b>Bid Opening Date:</b>	
<b>Bid Results:</b>	Call (860) 713-5798 after 3:00 p.m. on bid opening date.
<b>Pre-Bid Conference:</b>	ALL PROSPECTIVE BIDDERS ARE ENCOURAGED TO ATTEND A PRE-BID CONFERENCE TO BE HELD AT A.M./P.M. ON _____ AT _____.
<b>Ethics Law and Policy Concerning Financial Disclosure, Gifts and Campaign Contributions:</b>	<p>It is the policy of the Department of Public Works that any contract bid, regardless of contract value, be accompanied by the affidavit required in Public Act 04-245. That affidavit requires contractors to disclose all gifts that have been given by that contractor, and that contractor's employees or agents, to a state official or employee of the DPW, or the Office of the Governor, or the Office of Policy and Management within the two years preceding the date of signing the affidavit. Pursuant to Executive Order No. 1 of Governor M. Jodi Rell, the contractor must also disclose campaign contributions. Such disclosure must be part of your affidavit. Attach such disclosure thereto. If no campaign contributions have been made, simply handwrite that on your affidavit. If you attach a campaign contribution disclosure, it should also be sworn to and subscribed as true. A second affidavit is also required of the successful bidder for the time period between the signing of the first affidavit and contract execution. Executive Order No. 1 also requires that the affidavit be updated annually by the successful bidder.</p>

To access the Department of Public Works web site: <http://www.ct.gov/dpw>

To access Executive Order #1:

<http://www.ct.gov/governorrell/cwp/view.asp?Q=276038&A=1720>

Will be received in ROOM No. G-36 STATE OFFICE BUILDING, 165 CAPITOL AVENUE, HARTFORD, CONNECTICUT (CT) UNTIL 1:00 P.M. on the date shown above and thereafter publicly opened and read aloud in ROOM No. G-32, STATE OFFICE BUILDING, 165 CAPITOL AVENUE, HARTFORD, CT, 06106.

As security, each bid must be accompanied by a CERTIFIED CHECK made payable to "Treasurer, State of Connecticut," or the bid must be accompanied by a BID BOND, in the form required by the awarding authority and having surety thereto such Surety Company or Companies as are authorized to do business in this State and/or accepted by the Commissioner of the Department of Public Works for an amount not less than 10% of the bid.

Performance and Labor and Material Bonds to be furnished by the bidder awarded the contract shall be an amount not less than 100% of the contract price. The awarding authority reserves the right to waive technical defects or to reject any and all bids.

***Nonresident contractors: At the time of contract signing a certificate from the Commissioner of Revenue Services must be provided which evidences that C.G.S. 12-430 for non-resident contractors has been met. For details call the Department of Revenue Services at (860) 541-3280, ext. 7.***

Plans and specifications (tel: (860) 713-5795) may be obtained in ROOM No. G-36, STATE OFFICE BUILDING, 165 CAPITOL AVENUE, HARTFORD, CT 06106, during the hours of 7:30 A.M. to 3:00 P.M. (Monday-Friday) or by addressing such requests to the STATE OF CONNECTICUT, DEPARTMENT OF PUBLIC WORKS, PLANS AND SPECIFICATIONS SECTION, ROOM No. G-36, 165 CAPITOL AVENUE, HARTFORD, CT 06106. CHECKS SHOULD BE MADE PAYABLE TO "TREASURER, STATE OF CONNECTICUT" AND SHOULD INCLUDE THE PROSPECTIVE BIDDER'S CORRECT MAILING ADDRESS, TELEPHONE AND FAX NUMBERS OF WHERE ADDENDUM(A) SHOULD BE SUBMITTED. **USE A SEPARATE CHECK FOR EACH PROJECT.**

EXECUTIVE ORDERS NOS. THREE, SEVENTEEN AND SIXTEEN: Bidders are advised that the contracts for this project shall be subject to Executive Order No. Three regarding nondiscrimination promulgated June 16, 1971, and to the Guidelines and Rules of the State Labor Commissioner implementing said Executive Order.

Bidders are advised that contracts in connection with this project shall be subject to Executive Order No. Seventeen, promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service.

Bidders are advised that contracts in connection with this project shall be subject to Executive Order No. Sixteen, promulgated August 4, 1999, regarding Violence in the Workplace Prevention.

This contract will be subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the DPW for violation of or noncompliance with said Policy.

Said documents are hereby incorporated herein and made a part hereof as though fully set forth herein. Bidders may receive copies of these documents upon request.

**ITEM NO.:**

DPW Project  
Manager:

Phone  
No:

Fax No:

Contract Time  
Allowed:

Calendar Days

Liquidated Damages:     \$                      Per Calendar Day

Prevailing Wage  
Rates:

Prevailing wages are required on this project, in accordance with the schedule provided in the bid documents, pursuant to Connecticut General Statutes Section 31-53 (a-h), as amended.

Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."

Wage Rates will be posted each July 1<sup>st</sup> on the Department of Labor website: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us) . Such prevailing wage adjustment shall not be considered a matter for any contract amendment.

**Procurement**  
**Department of Public**  
**Works**

**END OF SECTION**

INVITATION TO BID

ADV. NO.: \_\_\_\_\_

ADV. DATE: \_\_\_\_\_

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<b>Project Title:</b>	
<b>Project Number:</b>	
<b>Cost Estimate Range:</b>	\$ — \$
<b>Plans &amp; Specs Ready:</b>	
<b>A NON-REFUNDABLE FEE OF PER SET IS REQUIRED</b>	\$
<b>Set-Aside Participation</b>	25%
<b>Including MBE/WBE</b>	6.25%
<b>Bid Opening Date:</b>	
<b>Bid Results:</b>	Call (860) 713-5798 after 3:00 p.m. on bid opening date.
<b>Pre-Bid Conference:</b>	ALL PROSPECTIVE BIDDERS ARE ENCOURAGED TO ATTEND A PRE-BID CONFERENCE TO BE HELD AT A.M./P.M. ON _____ AT _____.
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Performance and Labor and Material Bonds to be furnished by the bidder awarded the contract shall be an amount not less than 100% of the contract price. The awarding authority reserves the right to waive technical defects or to reject any and all bids.

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This contract will be subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the DPW for violation of or noncompliance with said Policy.

Said documents are hereby incorporated herein and made a part hereof as though fully set forth herein. Bidders may receive copies of these documents upon request.

**ITEM NO.:**

DPW Project  
Manager:

Phone  
No:

Fax No:

Contract Time  
Allowed:

Calendar Days

Liquidated Damages:

\$

Per Calendar Day

Prevailing Wage  
Rates:

Prevailing wages are required on this project, in accordance with the schedule provided in the bid documents, pursuant to Connecticut General Statutes Section 31-53 (a-h), as amended.

Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."

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**Procurement  
Department of Public  
Works**

**END OF SECTION**



**THRESHOLD BUILDING**

**FOR PROJECTS ESTIMATED TO COST MORE THAN \$500,000.00**

**FOR CURRENTLY CERTIFIED SET-ASIDE CONTRACTORS ONLY**

**STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS  
BID PROPOSAL FORM**

DATE: \_\_\_\_\_

PROPOSAL OF

\_\_\_\_\_  
BIDDER'S LEGAL COMPANY NAME  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
BIDDER'S ADDRESS  
\_\_\_\_\_

**To the Commissioner, Department of Public Works  
State Office Building  
Hartford, Connecticut**

Dear Sir:

- 1.0 In accordance with Chapter 60 Part II of the Connecticut General Statutes, as amended, and pursuant to, and in compliance with your Invitation to Bid, the Notice to Bidders, the Contract, including the conditions thereto, the Bid Security, I (we) propose to furnish the labor and/or materials, installed as required for the project named and numbered on this Bid Proposal Form, submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of the Contract including, but not limited to, the specifications and/or drawings together with all addenda issued by your authority and received prior to the scheduled closing time for the receipt of the bids, and in conformity with requirements of the Awarding Authority and any laws or Departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on the said Bid Proposal Form, hereof.
- 2.0 The Lump Sum Base Bid by me (us) on the Bid Proposal Form includes all work indicated on the drawings and/or described in the specifications, except:
- 2.1 Work covered by Supplemental Bids as may be listed on the Bid Proposal Form and General Requirements.
- 2.2 Contingent Work covered by the Unit Prices included within the General Requirements.

- 2.3 Contingent Work covered by the Contractor Provided Unit Prices as may be listed on the Bid Proposal Form in Section 00020, Item 7.7.
- 3.0 I (we) acknowledge and agree to the following:
- 3.1 To use and accept the Contractor Provided Unit Prices on the Bid Proposal Form, Section 00020, Item 7.7, as provided by the Contractor in evaluating either additions to or deductions from the Work.
- 3.2 To use and accept the Unit Prices in Section 01019 "Contract Considerations" Division 1 as provided by the Owner in evaluating either additions to or deductions from the Work.
- 3.3 To use and accept the Allowances in Section 01019 "Contract Considerations" Division 1, as part of the Total Contract Sum as listed in Section 7.3 of this Bid Proposal form.
- 3.4 To use and accept the Supplemental Bids in Section 01030, Division 1, as provided by the Contractor, when authorized by the Owner as scheduled in Section 7.6 of this Bid proposal form.
- 4.0 This Bid Proposal Form is submitted to and in compliance with the foregoing and following conditions and/or information:
- 4.1 AWARD
- 4.1.1 All proposals shall be subject to provisions of Article 1 of the Notice to Bidders and for purpose of award, consideration shall be given only to Bid Proposals submitted by qualified and responsible bidders.
- 4.1.2 The award shall be made on the lowest Lump Sum Bid as stated in Section 7.3 of this Bid Proposal Form, or the lowest Lump Sum Bid as stated in Section 7.3 of this Bid Proposal Form and any or all Supplemental Bids as stated in Section 7.6 of this Bid Proposal Form, taken sequentially, as applicable, provided funds are available.
- 4.1.3 In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.
- 4.2 COMMENCEMENT AND FINAL COMPLETION OF WORK: (ARTICLE 4 GENERAL CONDITIONS)
- 4.2.1 The General Contractor shall commence Work within fourteen (14) calendar days after receiving "Notice To Begin Work" by the Commissioner or the authorized representative and continue for \_\_\_\_\_ ( ) calendar days for completion of the project.
- 4.3 LIQUIDATED DAMAGES: (ARTICLE 8, GENERAL CONDITIONS)

4.3.1 The General Contractor shall be assessed Thousand (\$00)  
Dollars in Liquidated Damages per day for each calendar day beyond  
the Date given for Final Completion of the Contract according to the  
Contract Time.

4.4 CONTRACTOR'S INSURANCE REQUIRED: (ARTICLE 35, GENERAL  
CONDITIONS)

4.4.1 The limits of liability for the Insurance required for this project shall be  
those listed in Article 35 of the General Conditions.

4.4.2 SPECIAL HAZARDS INSURANCE REQUIRED:

None Required

Type "X", "C", "U" – Explosion, Collapse, Underground

Asbestos Abatement

4.4.3 The General Contractor shall maintain Builder's Risk insurance providing  
coverage for the entire Work at the project site, and shall also cover  
portions of the Work located away from the site but intended for use at  
the site, and shall also cover portions of the Work in transit. Coverage  
shall be written on an All-Risk, Replacement Cost, and completed Value  
Form basis in an amount at least equal to the projected completed value  
of the Work and the policy shall state that it is for the benefit of and  
payable to the state of Connecticut.

4.5 The General Contractor on this project shall be required to perform not less than  
    % of the completed Contract Sum of the Work with its own forces.

4.6 The General Contractor on this project shall be required to award not less than  
    % of the total Contract Sum to contractors who are certified and eligible to  
participate under The State of Connecticut Set-Aside Program for small  
contractors, in accordance with Connecticut General Statutes Section 4a-60g.

OR

4.5 The General Contractor on this project shall be required to award not less than  
    % of the total Contract Sum to contractors who are certified and eligible to  
participate under The State of Connecticut Set-Aside Program for small  
contractors, including     % to certified and eligible Minority Business  
Enterprises, in accordance with Connecticut General Statutes Section 4a-60g.

OR

4.6 The General Contractor on this project shall be required to award not less than  
    % of the total Contract Sum to Minority Business Enterprise contractors who  
are certified and eligible to participate under The State of Connecticut Set-Aside  
Program for small contractors, in accordance with Connecticut General Statutes  
Section 4a-60g.

- 4.6.1 This requirement must be met even if the General Contractor is certified and eligible to participate in the Small Business Set-Aside Program. To facilitate compliance with this requirement for set-aside subcontractors, the three (3) apparent low bidders will have ten (10) calendar days from the date of notification within which to submit a list of certified set-aside contractors to be used on this project along with the dollar amounts to be paid to each, on the form provided, and a copy of their current certification must be attached. This information will be considered as part of your Bid Proposal Form and failure to comply with any portion of this requirement within the ten (10) days, including but not limited to failure to list or meet the necessary dollar amount or percentage of the bid price will be cause to reject your bid.
- 4.7 BIDDER'S QUALIFICATION STATEMENT AND OBJECTIVE CRITERIA FOR EVALUATING QUALIFICATIONS OF BIDDERS:
- 4.7.1 Information in regards to the General Contractor's and the Named Subcontractor's Bidder's Qualification is submitted and is made part of this Bid Proposal Form. **Note: Individual Specification Sections may contain General Contractor and/or Subcontractor Qualification requirements that exceed those in Section 00040, "Objective Criteria Established for Evaluating Qualifications of Bidders."**
- 4.7.1.1 The General Contractor is required to complete the General Contractor Bidder's Qualification Statement in section 00030.
- 4.7.1.2 Any Named Subcontractor as listed in schedule 7.5.1 of this Bid Proposal Form is required to complete the Named Subcontractor Bidder's Qualification Statement in section 00035. To facilitate compliance with this requirement, the three (3) apparent low bidders will have ten (10) calendar days, from notification by the Department of Public Works, to submit the completed Named Subcontractor Bidder's Qualification Statement as required in section 00035. This information will be considered as part of your Bid Proposal Form and failure to comply with any portion of this requirement will be cause to reject your bid.
- 4.7.2 The Objective Criteria for Evaluating Bidders that are included in Division 0, Section 00040, of this Project Manual, is to assure that the State of Connecticut will secure the "lowest responsible and qualified bidder" who has the ability and capacity to successfully complete the Bid Proposal Form and the Work.
- 4.8 NONDISCRIMINATION AND LABOR RECRUITMENT:
- 4.8.1 I (we) agree that the Contract awarded for this project shall be subject to Executive Orders No. Three & Seventeen, promulgated June 16, 1971 and February 15, 1973, respectively, and to the Guidelines and Rules of the State Labor Commissioner implementing Executive Order No. Three

and further agree to submit reports of Compliance Staffing on Labor Department Form E.O. 3-1, when and as requested.

Executive Order No. Three is superseded by the Connecticut General Statutes 4a-60 and 4a-60a, and the Commission on Human Rights Regulations (CHRO), section 46a-68j-21 through 46a-68j-43 – see section 00600 of this project manual.

**4.9 FEDERAL & STATE WAGE DETERMINATIONS:**

4.9.1 The U. S. Secretary of Labor's latest decision and the State of Connecticut Wage Schedule are all incorporated in the documents. The higher rate (Federal or State) for any given occupation shall prevail. At the time of bidding, the bidder agrees to accept the current prevailing wage scale, as well as the annual adjustment to the prevailing wage scale, as provided by the Connecticut Department of Labor.

**4.10 CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY & NON-SEGREGATED FACILITIES:**

4.10.1 The General Contractor and Subcontractors are hereby advised that upon acceptance of their bids they are obligated to fill out within seven (7) calendar days the certification required pursuant to Executive Order No. 11246, and agree to certify to the compliance of non-segregated facilities.

**4.11 EQUALS AND/OR SUBSTITUTIONS:**

4.11.1 All submissions requesting "Equals and/or Substitutions" shall be made by the Contractor in accordance with Article 15 of the General Conditions and Section 01631 of the General Requirements. All submissions shall contain all the information necessary for the Department of Public Works to evaluate the submission and the request. Failure to submit sufficient information to make a proper evaluation, including submittal of data for the first manufacturer listed as well as the data for the "Equals and/or Substitutions" proposed, shall result in a rejection of the submission and request. Upon receipt of the submission and request the Department of Public Works shall notify the Contractor the request has been received and within fourteen (14) calendar days of date received shall render a decision on such submission and request.

**5.0 ACCOMPANYING THIS PROPOSAL IS:**

5.1 A CERTIFIED CHECK drawn to the order of – Treasurer, State of Connecticut, in the amount of:

\$ 

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 , 

--	--	--

 , 

--	--	--

 . 

--	--

(Place figures in appropriate boxes.)

DOLLARS

(Written amount)

and drawn on the

(A State Bank & Trust Co.) (A National Banking Assoc.)

located at

Address, City & State

which it is understood shall be cashed and the proceeds thereof used so far as may be necessary to reimburse the State of Connecticut for losses and damages arising by virtue of my (our) failure to file the required Bonds and execute the required contract if this proposal is accepted by the Awarding Authority.

OR

- 5.2 A BID BOND having as surety thereto a Surety Company or Companies authorized to transact business in the State of Connecticut and made out in the penal sum of 10% of the bid, or in the amount of:

\$   ,    ,    .

(Place figures in appropriate boxes.)

DOLLARS

(Written amount)

- 5.3 A GIFT AFFIDAVIT TO ACCOMPANY BID OR PROPOSAL as required by paragraph 1.12 of section 00100 and as provided in Section 00021.

5.3.1. The General Contractor is required to complete the Gift Affidavit in Section 00021. This Affidavit must be sworn to and subscribed, and be accompanied by the appropriate form of Resolution, Certification, or Certificate of Authority. Failure to submit such affidavit AT THE TIME OF BID SUBMISSION shall be cause for rejection of the bid.

- 6.0 I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in the Bid Proposal and that it is made without any connection with any other person making any Bid Proposal for the same work. No person acting for, or employed by, the State of Connecticut is directly or indirectly interested in this Bid Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom. This Bid Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or refrain from bidding or to influence the amount of the Bid Proposal of any other person or corporation. This Bid Proposal is made in good faith without collusion or connection with any other person bidding for the same work and this proposal is made with distinct reference and relation to the plans and specifications prepared for this Contract. I (we) further declare that in regard to the conditions affecting the Work to be done and the labor and materials needed, this Bid Proposal is based solely on my (our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

- 7.0 Each class of Work set forth in a separate section of the specifications pursuant to this Section shall be a subtrade designated in Schedule 7.5.1 of this Bid Proposal Form and shall be the matter of a subcontract made in accordance with the procedure set forth in this chapter.

- 7.1 The undersigned proposes to furnish all labor and materials required for

Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

in accordance with the accompanying Plans and Specifications

Prepared by: \_\_\_\_\_

\_\_\_\_\_  
Engineer/Architect

for the Contract Sum specified in Section 7.3 subject to additions and deductions according to the terms of the specifications.

- 7.2 This Bid Proposal includes \_\_\_\_\_ number of **Addenda/Addendum**.

7.2.1 The **Contractor is to fill in item 7.2 above**, acknowledging the number of Addenda that the Contractor is including in the Bid Proposal Form.

- 7.3 **THE PROPOSED CONTRACT PRICE IS AS FOLLOWS:**

\$ 

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 , 

--	--	--

 , 

--	--	--

 . 

--	--

(Place figures in appropriate boxes.)

DOLLARS

\_\_\_\_\_  
(Written Amount)

- 7.3.1 In Accordance With Section 4.6 Not Less Than \_\_\_\_% Of This Total Must be Awarded to Certified Set-Aside Contractors. Failure to Meet This Requirement Will Be Cause To Reject Your Bid.

**OR**

- 7.3.1 In Accordance With Section 4.6 Not Less Than \_\_\_\_% Of This Total Must be Awarded to Certified Set-Aside Contractors, including \_\_\_\_% Minority Business Enterprises. Failure to Meet This Requirement Will Be Cause To Reject Your Bid.

**OR**

- 7.3.1 In Accordance With Section 4.6 Not Less Than \_\_\_\_% Of This Total Must be Awarded to Certified Minority Business Enterprise Contractors. Failure to Meet This Requirement Will Be Cause To Reject Your Bid.

- 7.4 The work to be performed by the General Contractor, with his own forces is as follows: (Do not include the value of the unnamed subcontractors.)

\$  ,  ,  .   
 (Place figures in appropriate boxes.)

7.4.1 In accordance with Section 4.5 of this Bid Proposal Form, the amount of Work performed by the General Contractor must be at least \_\_\_\_% of the total Proposal Contract Sum.

7.4.2 If the contractor names himself/herself as a named subcontractor in Schedule 7.5.1 the total amount must be included in 7.4 above (i.e., the amount listed in 7.4 must be greater than or equal to the sum of any amounts shown in Schedule 7.5.1 to be performed by the G.C.).

7.5 There are no specific Subtrades for this project.

OR

7.6 Subcontractors and their price must be listed for the trades identified in Schedule 7.5.1.

**FAILURE TO PROPERLY COMPLETE THIS SECTION ACCORDING TO THE  
 BELOW INSTRUCTIONS SHALL RESULT IN REJECTION OF THE BID.**

SCHEDULE 7.5.1 – NAMED SUBCONTRACTORS					
Description	Name of Subcontractor	Amount Dollars	Labor & Material Payment Bond	Performance Bond	State of CT D.C.P. License/Registration No. *
1. Electrical	_____	\$ _____	_____ %	_____ %	_____
2. Mechanical	_____	\$ _____	_____ %	_____ %	_____
3. HVAC	_____	\$ _____	_____ %	_____ %	_____
4. Masonry	_____	\$ _____	_____ %	_____ %	_____
5. Curtain Wall/ Glass and Glazing/	_____	\$ _____	_____ %	_____ %	_____
6. Concrete	_____	\$ _____	_____ %	_____ %	_____
7. Structural Steel	_____	\$ _____	_____ %	_____ %	_____



8	Ornamental Metal	\$ _____	_____ %	_____ %	
9.	Manufactured Panel System	\$ _____	_____ %	_____ %	
10	Single Ply Membrane Roofing	\$ _____	_____ %	_____ %	
11	Laboratory Casework Equipment	\$ _____	_____ %	_____ %	
12	Elevator	\$ _____	_____ %	_____ %	

\* *Applicable for Threshold Building projects only. Insert "N/A" if not applicable. Refer to Item 7.10.*

7.5.2 List the names and prices of the Named Subcontractor that will perform the work of the trades listed in Schedule 7.5.1.

7.5.3 The General Contractor may list itself together with its price **(failure to provide both will be cause for rejection)**, if it customarily performs any of the trades specified. If the General Contractor leaves the spaces for a specific "Trade Description" completely blank, it will be assumed that the General Contractor will perform that Work.

7.5.4 If the General Contractor requires a Performance and/or Labor and Material Payment Bond, then the General Contractor must indicate in Schedule 7.5.1 which of the Named Subcontractors are subject to this requirement. The amount (%) shall not exceed the Named Subcontractor's price listed in Schedule 7.5.1.

7.5.5 The undersigned agrees that each of the Named Subcontractors listed in Schedule 7.5.1 of the Bid Proposal Form will be used for the Work indicated at the amount stated, unless a substitution is permitted by the awarding authority as provided for in section 00100 Notice to Bidders.

7.6 There are no supplemental bids for this project.

**OR**

7.6 Any Supplemental Bids listed in schedule 7.6.1, if accepted by the Owner, will be taken cumulatively and in numerical order as scheduled. No Supplemental Bid will be skipped or taken out of numerical order as scheduled. Supplemental Bids: Division 1, Section 01030 of the General Requirements identify and describe the Supplemental Bids as shown in Schedule 7.6.1.

<b>SCHEDULE 7.6.1 – SUPPLEMENTAL BIDS</b>	
<b>Supplemental Bid No.: 1</b>	Provide all labor, material and equipment to complete the Work in accordance with Division 1, Section 01030.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <span>ADD: _____</span> <span>Dollars    \$ _____</span> </div> <div style="text-align: center; margin-top: 5px;">(Written Amount)</div>
<b>Supplemental Bid No.: 2</b>	Provide all labor, material and equipment to complete the Work in accordance with Division 1, Section 01030.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <span>ADD: _____</span> <span>Dollars    \$ _____</span> </div> <div style="text-align: center; margin-top: 5px;">(Written Amount)</div>
<b>Supplemental Bid No.: 3</b>	Provide all labor, material and equipment to complete the Work in accordance with Division 1, Section 01030.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <span>ADD: _____</span> <span>Dollars    \$ _____</span> </div> <div style="text-align: center; margin-top: 5px;">(Written Amount)</div>

**7.7** The Contractor shall provide Unit Prices for all of the items as listed in this Section. The Contractor shall coordinate all unit price items with Specifications and Contract Drawings.

**7.7.1** \_\_\_\_\_

**7.7.2** \_\_\_\_\_

**7.7.3** \_\_\_\_\_

**7.7.4** \_\_\_\_\_

**7.7.5** \_\_\_\_\_

**7.7.6** \_\_\_\_\_

**7.7.7** \_\_\_\_\_

**7.7.8** \_\_\_\_\_

**7.7** The undersigned agrees that if selected as the General Contractor, I (we) shall, within seven (7) calendar days (legal State holidays excluded) after notification thereof by the awarding authority, execute a Contract in accordance with the terms of this Bid Proposal Form and Contract.

7.9 The undersigned agrees and warrants that they have made good faith efforts to employ minority business enterprises as Subcontractors and suppliers of materials under such Contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning their employment practices and procedures as they relate to the current provisions of the Connecticut General Statutes governing Contract requirements.

7.10 This project is a "Threshold Building" and subject to all Statutory provisions as stated in Amendment No. 2 of the specifications.

OR

7.10 This project is not a "Threshold Building."

8.0 A duly authorized representative of the Bidder or Bidder's partnership, firm, corporation or business organization must sign all Bid Proposals Forms.

**(NO FACSIMILE SIGNATURE IS PERMITTED).**  
**ALL INFORMATION BELOW IS TO BE FILLED IN BY THE BIDDER.**

Project Number \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Firm Name \_\_\_\_\_  
Complete Legal Name

General Contractor's State of  
Connecticut, D.C.P. License/  
Registration No. \_\_\_\_\_

*(Applicable for Threshold Building projects only. Insert "N/A" if not applicable. Refer to Item 7.10)*

Address \_\_\_\_\_  
Street City State Zip Code

Telephone  
Number \_\_\_\_\_

FAX Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

**Bidder's  
Signature**

\_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

**END OF SECTION**

SECTION 00021  
GIFT AFFIDAVIT AND AUTHORIZING DOCUMENTS  
TO ACCOMPANY BID OR PROPOSAL  
PAGE 1 OF 8

\*Important note: See paragraph 1.12 of section \_\_\_\_\_ Contract No.: \_\_\_\_\_  
00100 for additional information that must be \_\_\_\_\_ Project No.: \_\_\_\_\_  
included on or with this affidavit. \_\_\_\_\_ Contract Type: \_\_\_\_\_

## Gift Affidavit to Accompany Bid or Proposal

I, \_\_\_\_\_, \_\_\_\_\_  
Type/Print Name Type/Print Title

hereby swear that during the two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. §1-79(e), including a life event gift as defined in Conn. Gen. Stat. §1-79(e)(12), except the gifts listed below:

No.	Name of recipient of gift	Value of Gift	Date of Gift	Gift Description
1.				
2.				
3.				

to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal.

Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit disclosure. Sworn as true to the best of knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Signature Date  
Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_ 200\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

**Gift Definition**

GIFT" IS DEFINED UNDER Conn. Gen. Stat. § 1-79(e), excluding subdivision (12) as follows:

(e) "Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b;
- (2) Services provided by persons volunteering their time;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiancé or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this subdivision, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;
- (12) A gift, including but not limited to, food or beverage or both, provided by an individual for the celebration of a major life event;
- (13) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;

**SECTION 00021**  
**GIFT AFFIDAVIT AND AUTHORIZING DOCUMENTS**  
**TO ACCOMPANY BID OR PROPOSAL**  
**PAGE 3 OF 8**

(14) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;

(15) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or

(16) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

**CORPORATION CERTIFIED RESOLUTION**

I, \_\_\_\_\_, Secretary of \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ (the "Company"), do hereby certify that the following is a true and  
correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company  
duly held and convened on \_\_\_\_\_, 200\_\_\_\_, at which meeting a duly  
constituted quorum of the Board of Directors was present and acting throughout, and that such  
resolution has not been modified, rescinded or revoked, and is at present in full force and  
effect:

**RESOLVED:** That \_\_\_\_\_,

\_\_\_\_\_  
of \_\_\_\_\_ is empowered and authorized, on behalf of the Company,  
to execute and deliver contracts and amendments thereto, and all documents required by the  
Connecticut State Properties Review Board and the Office of the Attorney General associated  
with such contracts and amendments.

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature and the  
corporate seal of the Company this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

[or, if the corporation has no seal ...]

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature this \_\_\_\_\_ day of  
\_\_\_\_\_, 200\_\_\_\_. The Company has no corporate seal.

\_\_\_\_\_  
Secretary

(Corporate Seal)



**LLC CERTIFIED RESOLUTION**

I, \_\_\_\_\_, a \_\_\_\_\_  
of \_\_\_\_\_ LLC, a limited liability company organized and  
existing under the laws of the State of \_\_\_\_\_,  
(the "Company"), hereby certify: (i) that \_\_\_\_\_ is run by  
\_\_\_\_\_; (ii) that \_\_\_\_\_  
is a \_\_\_\_\_ of \_\_\_\_\_; and  
(iii) that as such, \_\_\_\_\_ is not prohibited or  
limited by the articles of organization from binding the LLC, and is empowered and  
authorized, on behalf of the Company, to execute and deliver contracts and  
amendments thereto, and all documents required by the Connecticut State Properties  
Review Board and the Office of the Attorney General associated with such contracts  
and amendments.

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature and the seal of  
the LLC this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

[or, if the LLC has no seal ...]

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature this \_\_\_\_ day of  
\_\_\_\_\_, 200\_\_. The LLC has no seal.

\_\_\_\_\_  
Member/Manager

*If the LLC has a seal, place it here.*

**PARTNERSHIP CERTIFICATION**

I, \_\_\_\_\_, the undersigned, do certify that I am a  
general partner of \_\_\_\_\_ a \_\_\_\_\_ (state)  
partnership, and I do further certify that \_\_\_\_\_ is a  
general partner of said partnership, and, as such, is empowered and authorized on behalf of  
the partnership to execute contracts and amendments thereto and all documents required by  
the Connecticut State Properties Review Board and the Office of the Attorney General  
associated with such contracts and amendments.

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature this  
\_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
General Partner

**CERTIFICATE OF AUTHORITY  
LIMITED LIABILITY PARTNERSHIP**

I, \_\_\_\_\_, a Partner of \_\_\_\_\_, LLP a Limited Liability Partnership organized and existing under the laws of the State of Connecticut, hereby certify that the following resolution was duly adopted at a meeting by all of the Partners of said Limited Liability Partnership, duly held on the \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_.

Resolved, that \_\_\_\_\_ is a Partner of \_\_\_\_\_, LLP and is hereby authorized to make, execute, and approve on behalf of this Limited Liability Partnership any and all contracts and amendments thereto, and all documents required by the Connecticut State Properties Review Board and the Office of the Attorney General associated with such contracts and amendments.

**AND I DO FURTHER CERTIFY** that the above resolution has not been in any way altered, amended, revoked, or repealed and is now in full force and effect.

**In witness whereof**, I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_.

\_\_\_\_\_  
Partner

Seal here

**CERTIFICATE OF AUTHORITY  
LIMITED PARTNERSHIP**

I, \_\_\_\_\_, the undersigned, do hereby certify that I am a General Partner of  
\_\_\_\_\_ (name of partnership and  
address), a \_\_\_\_\_(state) partnership and I do hereby further certify that  
\_\_\_\_\_, in his/her capacity as a General Partner of said partnership is  
authorized to sign any and all contracts and amendments to contracts and all documents  
required by the Connecticut State Properties Review Board and the Office of the Attorney  
General associated with such contracts and amendments on behalf of the said partnership.

I do further certify that the above authorization has not been amended or revoked and was in  
full force and effect on \_\_\_\_\_ and continues to be in full force and  
effect as of the present time.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
General Partner

DEPARTMENT OF PUBLIC WORKS  
STATE OF CONNECTICUT

STANDARD BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_  
\_\_\_\_\_, hereinafter called the Principal,  
of \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, hereinafter  
called the Surety, a corporation organized and existing under the laws of the  
State of \_\_\_\_\_, and duly authorized to transact a  
surety business in the State of Connecticut, as Surety, are held and firmly bound unto the State of  
Connecticut, as Obligee, in the penal sum of ten (10) percent of the amount of the bid set forth in a  
proposal hereinafter mentioned, \_\_\_\_\_

\_\_\_\_\_,  
lawful money of the United States of America, for the payment of which, well and truly to be made to the  
Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** That, whereas the Principal has submitted  
or is about to submit a proposal to the Obligee related to a contract for Project No.: \_\_\_\_\_

**NOW, THEREFORE,** if the said contract be awarded to the Principal and the Principal shall, within such  
time as may be specified, enter into the said contract in writing with the State of Connecticut and give the  
required bonds, with surety acceptable to the Obligee, or if the Principal shall fail to do so, pay to the  
Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of  
this bond, then this obligation shall be void, otherwise to remain in full force and effect.

**SIGNED, SEALED AND DELIVERED** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Print name)

by \_\_\_\_\_  
Its attorney in fact

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
(Print name)

**GENERAL CONTRACTOR**  
**BIDDERS QUALIFICATION STATEMENT**

PROJECT NO.: (Insert project # here)

All bidders are required to file this form, properly completed, WITH THEIR PROPOSAL. Failure of a bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their bid. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

Name: \_\_\_\_\_

2. How many years has this organization been in business under its present business name?

Years: \_\_\_\_\_

3. How many years has this organization been in business as a General Contractor?

Years: \_\_\_\_\_

4. If this organization has not always been a General Contractor, list the trade(s) that your firm customarily performed prior to the time that you became a General Contractor:

4.1 \_\_\_\_\_

4.2 \_\_\_\_\_

4.3 \_\_\_\_\_

5. Indicate all other names by which this organization has been known and the length of time known by each name:

5.1 \_\_\_\_\_

5.2 \_\_\_\_\_

5.3 \_\_\_\_\_

6. This firm is a:

- Corporation ☐  
Partnership ☐  
Sole ☐  
Proprietorship  
Joint Venture ☐  
Other \_\_\_\_\_

7. Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with the project on which you are now a bidder. Indicate the number of years of construction experience and number of years of which they were in a Supervisory capacity.

8. List all sub-trades, which your firm customarily performs with own employees.

- 8.1 \_\_\_\_\_  
8.2 \_\_\_\_\_  
8.3 \_\_\_\_\_  
8.4 \_\_\_\_\_  
8.5 \_\_\_\_\_

9. **Trade References:** Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings, (attach separate sheets as necessary):

SECTION 00030  
GENERAL CONTRACTOR  
BIDDERS QUALIFICATION STATEMENT  
PAGE 3 OF 7

---

10. **All** Construction Projects your organization has in process (attach separate sheets using the following format as necessary):

10.1 Specific Title &  
Location:

---

10.2 Contract Amount:

---

10.3. Description of your  
scope of work  
performed:

---

10.4 Owner:

---

10.5 Designer:

---

10.6 Start Date:

---

10.7 Finish Date:

---

\*10.8 Any complaint on  
Quality or  
Management?

---

10.9 Owners  
Representative:

---

(Name)

---

Telephone Number

**\*Please attach a separate sheet explaining any negative entry in this row.**



11. All Construction Projects your organization has completed in the past five years or the 20 projects most recently completed (attach separate sheets using the following format as necessary):

11.1 Specific Title &  
Location:

---

11.2 Contract Amount:

---

11.3 Description of your  
scope  
of work performed :

---

11.4 Owner:

---

11.5 Designer:

---

11.6 Start Date:

---

11.7 Finish Date:

---

\*11.8 Any complaint on  
Quality or  
Management?

---

11.9 Owner's  
Representative:

---

(Name)

---

Telephone Number

**\*Please attach a separate sheet explaining any negative entry in this row.**

**SECTION 00030  
GENERAL CONTRACTOR  
BIDDERS QUALIFICATION STATEMENT  
PAGE 5 OF 7**

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12. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

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---

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13. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private construction contracts. (Exclude OSHA violations which are called for elsewhere in this statement.)

13.1 Attached: ☐

13.2 N/A: ☐

14. List all willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed what is the status or disposition.

14.1

14.2

14.3

15. Has your organization had any criminal convictions related to the injury or death of any employee in the three-year period preceding the bid. Please list any such convictions below.

15.1

15.2

15.3

SECTION 00030  
GENERAL CONTRACTOR  
BIDDERS QUALIFICATION STATEMENT  
PAGE 6 OF 7

Dated at \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Name \_\_\_\_\_ of \_\_\_\_\_  
Organization: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

(Print Name) \_\_\_\_\_

Title \_\_\_\_\_

**Notary Statement:**

Mr./Mrs./Ms. \_\_\_\_\_ being duly sworn

Deposes and says that he/she \_\_\_\_\_ of  
is the \_\_\_\_\_  
(Position or Title)

\_\_\_\_\_, and that the answers to the  
foregoing  
\_\_\_\_\_  
(Firm Name)

Questions and all statements therein contained are true and correct.

Subscribed and sworn before me \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
this \_\_\_\_\_

Notary  
Public \_\_\_\_\_

My Commission \_\_\_\_\_ 20\_\_\_\_  
(Revision: 4-4-01) PROJECT NO. BI-XX-####

Expires

---

END OF SECTION

**NAMED SUBCONTRACTOR**  
**BIDDER'S QUALIFICATION STATEMENT**  
**MUST BE SUBMITTED WITH THIS FORM**

If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

Name: \_\_\_\_\_

2. How many years has this organization been in business under its present business name?

Years: \_\_\_\_\_

3. How many years has this organization been in business as a Subcontractor?

Years: \_\_\_\_\_

4. If this organization has not always been a Subcontractor, list the trade(s) that your firm customarily performed prior to the time that you became a Subcontractor:

4.1 \_\_\_\_\_

4.2 \_\_\_\_\_

4.3 \_\_\_\_\_

5. Indicate all other names by which this organization has been known and the length of time known by each name:

5.1 \_\_\_\_\_

5.2 \_\_\_\_\_

5.3 \_\_\_\_\_

6. This firm is a:

Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole	<input type="checkbox"/>
Proprietorship	
Joint Venture	<input type="checkbox"/>
Other	

---

7. Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with the project on which you are now a bidder. Indicate the number of years of construction experience and number of years of which they were in a Supervisory capacity.

8. List all sub-trades which your firm customarily performs with own employees.

8.1	<hr/>
8.2	<hr/>
8.3	<hr/>
8.4	<hr/>
8.5	<hr/>

9. **Trade References:** Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings (attach separate sheets as necessary):

10. **All** Construction Projects your organization has in process (attach separate sheets using the following format as necessary):

10.1 Specific Title &  
Location:

---

10.2 Contract Amount:

---

10.3 Description of your  
scope  
of work performed:

---

10.4 Owner:

---

10.5 General Contractor:

---

10.6 Designer:

---

10.7 Start Date:

---

10.8 Finish Date:

---

\*10.9 Any complaint on  
Quality or  
Management:

---

10.10 Owners  
Representative:

---

(Name)

---

Telephone Number

10.11 G.C. Representative:

---

(Name)

---

Telephone Number

**\*Please attach a separate sheet explaining any negative entry in this row.**

**SECTION 00035**  
**NAMED SUBCONTRACTOR**  
**BIDDER'S QUALIFICATION STATEMENT**  
**PAGE 4 OF 7**

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11. All Construction Projects your organization has completed in the past five years or the 20 projects most recently completed (attach separate sheets using the following format as necessary):

11.1 Specific Title &  
Location:

---

11.2 Contract Amount:

---

11.3 Description of your  
scope  
of work performed:

---

11.4 Owner:

---

11.5 General Contractor:

---

11.6 Designer:

---

11.7 Start Date:

---

11.8 Finish Date:

---

\*11.9 Any complaint on  
Quality or  
Management:

---

11.10 Owners  
Representative:

---

(Name)

---

Telephone Number

11.11 G.C. Representative:

---

(Name)

---

Telephone Number



SECTION 00035  
NAMED SUBCONTRACTOR  
BIDDER'S QUALIFICATION STATEMENT  
PAGE 5 OF 7

---

\*Please attach a separate sheet explaining any negative entry in this row.

**SECTION 00035**  
**NAMED SUBCONTRACTOR**  
**BIDDER'S QUALIFICATION STATEMENT**  
**PAGE 6 OF 7**

---

12. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

---

---

---

13. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private construction contracts. (Exclude OSHA violations which are called for elsewhere in this statement).

13.1 Attached: ☐

13.2 N/A: ☐

14. List all willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed what is the status or disposition.

14.1

14.2

14.3

15. Has your organization had any criminal convictions related to the injury or death of any employee in the three-year period preceding the bid. Please list any such convictions below.

15.1

15.2

15.3

SECTION 00035  
NAMED SUBCONTRACTOR  
BIDDER'S QUALIFICATION STATEMENT  
PAGE 7 OF 7

Dated at \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2  
0 \_\_\_\_\_

Name \_\_\_\_\_ of \_\_\_\_\_  
Organization: \_\_\_\_\_

Signature \_\_\_\_\_

(Print Name) \_\_\_\_\_

Title \_\_\_\_\_

**Notary Statement:**

Mr./Mrs./Ms. \_\_\_\_\_ being duly sworn

deposes and says that he/she \_\_\_\_\_ of  
is the \_\_\_\_\_  
(Position or Title)

\_\_\_\_\_, and that the answers to the  
foregoing  
\_\_\_\_\_  
(Firm Name)

questions and all statements therein contained are true and correct.

Subscribed and sworn before me \_\_\_\_\_ day of \_\_\_\_\_ 20  
this \_\_\_\_\_

Notary \_\_\_\_\_  
Public \_\_\_\_\_

My Commission \_\_\_\_\_ 20  
Expires \_\_\_\_\_

This form must be submitted for each of the Named Subcontractors, within ten (10) calendar days from notification by the Department of Public Works, to the State of Connecticut, Department of Public Works, 165 Capitol Ave. Hartford, CT 06106, Room G-35.

END OF SECTION

**OBJECTIVE CRITERIA ESTABLISHED FOR  
EVALUATING QUALIFICATIONS OF BIDDERS**

The following items are established pursuant to Sections 4b-92, 4b-94 and 4b-95a of the Connecticut General Statutes as amended.

**THE BIDDER MUST:**

1. Show that it customarily employs or has on its payroll supervisory personnel qualified to perform the work called for in the bid specifications.
2. Demonstrate (if requested) satisfactory past performance of work of a similar size, scope and comparable dollar value to that of the subject project. The bidder shall have maintained the level of performance on such similar work continuously during the past three years. The contractor shall be evaluated based on the record of his performance throughout projects and not just at the end of projects within the three-year review period.
3. Own or possess rented or leased equipment of the type customarily required by contractors in the performance of contract work and that such equipment, if needed, is available for this project.
4. Have purchased materials over the past three years from suppliers who customarily sell such materials in quantity to contractors.
5. Be financially responsible to perform the work as bid. If requested, additional financial information shall be provided.
6. Furnish references from architects, engineers or owners indicating that it has satisfactorily completed in a timely manner contract work of the nature of this bid and provide explanations where delays have occurred. This information is to cover work done over the past three years. Review of Department of Public Works files shall be included in the evaluation of the bidder's qualifications and anticipated future performance.
7. Demonstrate staff expertise in the various types of major trades or work required for this project or maintains competent supervisory personnel on its payroll that can coordinate multiple trades.
8. Control adequate physical facilities from which the work can be performed.
9. Demonstrate that on previous state projects the bidder complied in good faith with the requirements of listing subcontractors as outlined in Sections 4b-93 and 4b-95 of the Connecticut General Statutes.

**SECTION 00040**  
**OBJECTIVE CRITERIA FOR EVALUATING**  
**QUALIFICATIONS OF BIDDERS**  
**PAGE 2 OF 2**

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10. Demonstrate that all major subcontractors are in compliance with the provisions of Section 20-341gg of the General Statutes of Connecticut, as revised, concerning licensure if they perform work on any structure that exceeds the threshold limits contained in Section 29-276b of the General Statutes of Connecticut, as revised.
11. Have demonstrated a good track record of past performance on State or other projects relative to the quantity, quality, timeliness, cost, cooperation and harmonious working relationships with subcontractors, suppliers and client agencies. Prompt payment to subcontractors and suppliers is a critical factor to be considered.
12. Prove that they have not been found to be in violation of three or more willful or serious violations of OSHA regulations in the past three years.
13. Not have received a criminal conviction related to the injury or death of any employee in the three-year period preceding the bid.
14. List all legal (court and/or arbitration) or administrative proceedings currently pending as well as any legal (court and/or arbitration) or administrative proceeding which have concluded adversely within the last three years which relate to procurement or performance of any public or private construction contracts.
15. Identify any situations where the bidder failed to complete a construction contract or situations where bonds were called during the past three years. If so, note when, where, and attach a separate sheet of explanation to this form.
16. Not have been found to be currently in major violation of tax law compliance requirements of the Department of Revenue Services.
17. Not have been found to be currently in major violation of labor laws as required through the Department of Labor including violations of prevailing wage laws in the past three years.
18. Have been found to be in compliance with all statutory and regulatory requirements.
19. Not have been found in violation of and/or is not currently in violation of the Internal Revenue Service Tax Requirements regarding classification of employees and independent contractors.
20. Not have been found to be currently in violation of Section 31-288 of the C.G.S. relating to employee classification for purposes of Workers' Compensation insurance premiums.

NOTE: The foregoing items No. 12 and 13 are meant to comport with Sec. 31-57b of the Connecticut General Statutes.

**END OF SECTION**

**SUBCONTRACT AGREEMENT FORM**

1. In accordance with the requirements of Sec. 4b-96 of the Connecticut General Statutes the Contractor selected for Contract shall complete the Subcontract Form of this section and provide the Department of Public Works with executed subcontracts with all named subcontractors and set-aside subcontractors in accordance with your Bid Proposal. These subcontracts must be in the exact format outlined in Sec. 4b-96 of the Connecticut General Statutes. Variation from the prescribed format will result in rejection by the Department of Public Works and delay the completion of the Contract.

**Sec. 4b-96. (Formerly Sec. 4-137g). Subcontract, form. Procedure on failure of subcontractor to execute subcontract. General bidder's responsibilities.**

Within five days after being notified of the award of a general contract by the awarding authority, or, in the case of an approval of a substitute subcontractor by the awarding authority, within five days after being notified of such approval, the general bidder shall present to each listed or substitute subcontractor (1) a subcontract in the form set forth in this section and (2) a notice of the time limit under this section for executing a subcontract. If a listed subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as a general contractor, to perform his agreement to execute a subcontract in the form hereinafter set forth with such general bidder, contingent upon the execution of the general contract, the general contractor shall select another subcontractor, with the approval of the awarding authority. When seeking approval for a substitute subcontractor, the general bidder shall provide the awarding authority with all documents showing (A) the general bidder's proper presentation of a subcontract to the listed subcontractor and (B) communications to or from such subcontractor after such presentation. The awarding authority shall adjust the contract price to reflect the difference between the amount of the price of the new subcontractor and the amount of the price of the listed subcontractor if the new subcontractor's price is lower and may adjust such contract price if the new subcontractor's price is higher. The general bidder shall, with respect to each listed subcontractor or approved substitute subcontractor, file with the awarding authority a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a subcontract to such subcontractor. The subcontract shall be in the following form:

(See page 2)

**SUBCONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ a corporation organized and existing under the laws of \_\_\_\_\_ (a partnership consisting of \_\_\_\_\_) (an individual doing business as \_\_\_\_\_) hereinafter called the "Contractor" located \_\_\_\_\_ at \_\_\_\_\_ (insert complete address) \_\_\_\_\_, and \_\_\_\_\_ a corporation organized and existing under the laws of \_\_\_\_\_ (a partnership consisting of \_\_\_\_\_) (an individual doing business as \_\_\_\_\_) hereinafter called the "Subcontractor", located at (insert complete address) \_\_\_\_\_.

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. \_\_\_\_\_ of the specifications for \_\_\_\_\_ (Name of Subtrade) \_\_\_\_\_ and the plans referred to therein and addenda No. \_\_\_\_\_, and \_\_\_\_\_ for the (Complete title of project and the project number taken from the title page of the specifications) \_\_\_\_\_ all as prepared by \_\_\_\_\_ (Name of Architect or Engineer) \_\_\_\_\_ for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates:

Supplemental No. (s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein which apply to his trade) and addenda No. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, and \_\_\_\_\_, and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the \_\_\_\_\_ (Awarding Authority) \_\_\_\_\_, hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner in accordance with completion schedules prescribed by the general contractor for each subcontract work item, based on consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor, within a reasonable time after the execution of this subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first forty (40) days following the calendar month in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

**SEAL**

(Type in Name of Subcontractor here)

WITNESS:

By:

/ /

Its \_\_\_\_\_, Duly Authorized  
Date

Print  
Name:

Print  
Name:

**SEAL**

(Type in Name of Contractor here)

WITNESS:

By:

/ /

Its \_\_\_\_\_, Duly Authorized  
Date

Print  
Name:

Print  
Name:

**END OF SECTION**



**NOTICE TO BIDDERS**  
**STATE OF CONNECTICUT**  
**DEPARTMENT OF PUBLIC WORKS**

**ARTICLE 1 Bids And Rejection Of Bids:**

- 1.1 Bids shall be for the complete work as specified and shall include the names of any subcontractors for the four classes of work specified in subsection (a) of Section 4b-93 of the General Statutes of Connecticut as revised, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts, and the contractor shall be selected on the basis of such bids. It shall be presumed that the bidder intends to perform with its own employees all work in such four classes and such other classes, for which no subcontractor is named. The bidder's qualifications for performing such work shall be subject to review under Section 4b-92 of the General Statutes of Connecticut, as revised.
- 1.2 The awarding authority may require the contractor to replace a Named Subcontractor whenever the awarding authority determines in their sole discretion that such replacement is in the best interest of the State.
- 1.3 Every bid which is conditional or obscure, or which contains any addition not called for, shall be invalid, and the awarding authority shall reject every such bid. The awarding authority shall be authorized to waive minor irregularities which he considers in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file. No such bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the bid form furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by Section 4b-95 of the General Statutes of Connecticut, as revised, to be furnished in the bid form provided by the awarding authority.
- 1.4 Bids shall be publicly opened and read by the awarding authority forthwith. The awarding authority may require in the bid form that the contractor agree to perform a stated, minimum percentage of work with its own forces. The awarding authority may also require the contractor to set aside a portion of the contract for subcontractors who are eligible for set-aside contracts. The awarding authority shall not permit substitution of a subcontractor for one named in accordance with the provisions of said Section 4b-95 or substitution of a subcontractor for any designated sub-trade work bid to be performed by the contractor's own forces, except for good cause. The term "good cause" includes but is not limited to a subcontractor's or, where appropriate, a contractor's: (1) Death or physical disability, if the listed subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bond shown on the bid form; (5) inability to obtain, or loss of, a license necessary for the performance of the particular category of work; (6) failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects; (7) failure to perform its agreement to execute a subcontract under Section 4b-96 of the General Statutes of Connecticut, as revised.

- 1.5 The bid price shall be the price set forth in the space provided on the bid form. No bid shall be rejected (1) because of error in setting forth the name of a subcontractor as long as the subcontractor or subcontractors designated are clearly identifiable, or (2) because the plans and specifications do not accompany the bid or are not submitted with the bid. Failure to correctly state a subcontractor's price shall be cause for rejection of the bid.
- 1.6 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."
- 1.7 In determining bid price, consideration should be given to Section 31-53 of the General Statutes of Connecticut as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages." Such prevailing wage adjustment will not be considered a matter for an annual contract amendment.
- 1.8 Any contractor who violates any provision of said Section 4b-95 may be disqualified from bidding on other contracts that are subject to the provisions of Chapter 60 of the General Statutes of Connecticut, as revised, for a period not to exceed twenty-four months, commencing from the date on which the violation is discovered, for each violation. The awarding authority shall periodically review the contractor's subcontracts to insure compliance with such provisions, and shall after each such review prepare a written report setting forth his findings and conclusions.
- 1.9 Bids shall be submitted only on the forms furnished for the specific project. In no event will bids or changes in bids made by telephone, telegraph, facsimile or other communication technology be considered. Any bid form omitting or adding items, altering the form, containing conditional or alternative bids, or without the original signature of the bidder or its authorized representative, will be rejected.
- 1.10 Any bid received after the scheduled closing time for the receipt of bids will be returned to the bidder unopened.
- 1.11 Any bid once deposited with the Department of Public Works may only be withdrawn by letter of request, signed by the depositing bidder and presented to the Supervisor, Bidding and Contracts Unit, prior to the time of opening of any bid for the project designated or identified project.
- 1.12 **Ethics Law and Policy Concerning Financial Disclosure, Gifts and Campaign Contributions.**  
It is the policy of the Department of Public Works that any contract bid, regardless of contract value, be accompanied by the affidavit required in Public Act 04-245. That affidavit requires contractors to disclose all gifts that have been given by that contractor, and that contractor's employees or agents, to a state official or employee of the DPW, or the Office of the Governor, or the Office of Policy and Management within the two years preceding the date of signing the affidavit. Pursuant to Executive Order No. 1 of Governor M. Jodi Rell, the contractor must also disclose campaign contributions. Such disclosure must be part of your affidavit. Attach such disclosure thereto. If no campaign contributions have been made, simply handwrite that on your affidavit. If you attach a campaign contribution disclosure, it should also be sworn to and subscribed as true. A

second affidavit is also required of the successful bidder for the time period between the signing of the first affidavit and contract execution. Executive Order No. 1 also requires that the affidavit be updated annually by the successful bidder.

**ARTICLE 2 Bid Security:**

Each bid must be accompanied by a certified check made payable to "Treasurer, State of Connecticut," or the bid must be accompanied by a bid bond, in the form required by the awarding authority, having as surety thereto such surety company or companies acceptable to the Commissioner of the Department of Public Works and as are authorized to do business in this State, for an amount not less than 10 percent of the bid. All checks submitted by unsuccessful bidders shall be returned to them after the contract has been awarded.

**ARTICLE 3 Forfeit Of Bid Security:**

Failure of the successful bidder to execute a contract awarded as specified and bid shall result in the forfeiture of the bid bond or certified check.

**ARTICLE 4 Addenda And Interpretations:**

No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Every request for such interpretation should be in writing to the awarding authority and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes) not later than five (5) days prior to the date fixed for the opening of bids; failure of any bidder to receive any such addendum or interpretation shall not release any bidder from any obligations under its bid as submitted, provided notice has been sent to the address furnished by such prospective bidder for the transmittal of notices, addenda and interpretations. It shall be the bidder's responsibility to make inquiry as to, and to obtain, the addenda issued, if any.

**ARTICLE 5 Executive Order No. Three:**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This section is superseded by the Connecticut General Statutes 4a-60 and 4a-60a, and the Commission on Human Rights Regulations (CHRO), sections 46a-68j-21 through 46a-68j-43 – see section 00600 of this project manual.

**ARTICLE 6    Executive Order No. Seventeen:**

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

**ARTICLE 7    Violence In The Workplace Prevention, Executive Order No. Sixteen:**

This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order. In addition, the Contractor agrees to include this provision in all contracts with its contractors, subcontractors and vendors.

**ARTICLE 8    Sexual Harassment Policy**

This contract will be subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the DPW for violation of or noncompliance with said Policy.

**ARTICLE 9    Foreign Corporations:**

A corporation not organized under the laws of this State that is awarded the contract must comply with the laws of this State regarding the procurement of a certificate of authority to transact business in this State from the Secretary of the State.

**ARTICLE 10   Security For Faithful Performance:**

**10.1    Performance Bond:**

On or before the contract award date, the successful bidder shall substitute for the certified check or bid bond accompanying its bid an executed performance bond, in the amount not less than 100 percent of the contract price, conditioned upon the faithful performance of the contract, and having as surety thereto such surety company or companies satisfactory to the Commissioner and as are authorized to transact business in this State.

**10.2 Labor and Material Bond:**

At this same time, the successful bidder shall submit a labor and material bond in the amount not less than 100 percent of the contract price which shall be binding upon the award of the contract to such bidder, with surety or sureties satisfactory to the Commissioner and as are authorized to transact business in this State, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person. Any such bond furnished shall have as principal the name of the successful bidder. This bond is to be furnished pursuant to Section 49-41 of the General Statutes of Connecticut, as revised.

*The following sections of the General Statutes of Connecticut, as revised, are inserted as information concerning this bond:*

**Sec. 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors.**

- (a) When any public work is awarded by a contract for which a payment bond is required by section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the general contractor, within thirty days after payment to the contractor by the State or a municipality, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the contractor and paid by the State or a municipality; (2) a requirement that the general contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.
- (b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after the receipt of that notice, the general contractor shall be liable to its subcontractor, and the subcontractor shall be liable to its subcontractor, for interest on the amount due and owing at the rate of one percent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this State, provided the general contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.

- (c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor.
- (d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work.

**Sec. 49-42. Enforcement of right to payment on bond. Suit on bond, procedure and judgment.**

- (a) Any person who performed work or supplied materials for which a requisition was submitted to, or for which an estimate was prepared by, the awarding authority and who does not receive full payment for such work or materials within sixty days of the applicable payment date provided for in subsection (a) of section 49-41a, or any person who supplied materials or performed subcontracting work not included on a requisition or estimate who has not received full payment for such materials or work within sixty days after the date such materials were supplied or such work was performed, may enforce his right to payment under the bond by serving a notice of claim on the surety that issued the bond and a copy of such notice to the contractor named as principal in the bond within one hundred eighty days of the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, within one hundred eighty days after the date such materials were supplied or such work was performed. The notice of claim shall state with substantial accuracy the amount claimed and the name of the party for whom the work was performed or to whom the materials were supplied, and shall provide a detailed description of the bonded project for which the work or materials were provided. If the content of a notice prepared in accordance with subsection (b) of section 49-41a complies with the requirements of this section, a copy of such notice, served within one hundred eighty days of the payment date provided for in subsection (a) of section 49-41a upon the surety that issued the bond and upon the contractor named as principal in the bond, shall satisfy the notice requirements of this section. Within ninety days after service of the notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to a good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the surety, principal or claimant conducts his business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the superior court for such sums and prosecute the action to final execution and judgment. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial. The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive delays to any claimant whose action



was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgment shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the amount recovered, computed from the date of service of the notice of claim, provided, for any portion of the claim which the court finds was due and payable after the date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgment may award reasonable attorneys fees to either party if upon reviewing the entire record, it appears that either the original claim, the surety's denial of liability, or the defense interposed to the claim is without substantial basis in fact or law. Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice of claim as provided in this section.

- (b) Every suit instituted under this section shall be brought in the name of the person suing, in the superior court for the judicial district where the contract was to be performed, irrespective of the amount in controversy in the suit, but no such suit may be commenced after the expiration of one year after the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, no such suit may be commenced after the expiration of one year after the date such materials were supplied or such work was performed.
- (c) The word "material" as used in section 49-41 to 49-43, inclusive, includes the rental of equipment used in the prosecution of work provided for in the contract.

#### **ARTICLE 11 CONNECTICUT SALES AND USE TAXES:**

All bidders shall familiarize themselves with the current statutes and regulations of the Department of Revenue Services. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a bid.

**Nonresident contractors** must comply with the provisions of Connecticut General Statutes Section 12-430(7), **Bond requirement for nonresident contractors**, and the regulations established pursuant to that section.

#### **ARTICLE 12 Contractor's Qualifications:**

All bidders shall file with their bids a statement of qualifications on the appropriate form.

#### **ARTICLE 13. Subcontractors:**

As required by the **Bid Proposal Form**, each bidder shall furnish with its submitted bid, and in the place on the bid form provided for such purpose, the names of responsible and qualified subcontractors who are actually to perform the work required by the division or portion of the specifications listed for the base bid. Failure to so list a subcontractor for any division or portion of the specifications will result in the rejection of the entire bid.

**ARTICLE 14 Working Day:**

A working day is hereby defined as each consecutive day, including and following the date set for commencement of work, except Saturdays, Sundays and State legal holidays and except those days on which, in the opinion of the awarding authority, the contractor is prevented by inclement weather from proceeding with work on the major items under construction at the then current stage of the work for at least six (6) hours with the usual force employed on these major items, provided, however, that in the event the State directs or permits work to be performed on a Saturday, Sunday or a State legal holiday, then such day shall be considered a working day.

**ARTICLE 15 Nondiscrimination and Affirmative Action Provisions:**

***This section is inserted in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.***

a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Statutes. Section 32-9n; and "good faith" means that degree of diligence, which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

b. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance

with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Statutes. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Statutes. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Statutes. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

c. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e. The contractor shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Statutes. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f. The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

#### **ARTICLE 16    Nondiscrimination Provisions Regarding Sexual Orientation:**

**This section is inserted in connection with Subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.**

a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States

or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the general statutes.

b. The contractor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

c. The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

#### **ARTICLE 17 Union Labor:**

Attention is called to the fact that there may be construction work now being carried on at the site at which construction is contemplated being done by union labor. This fact must be kept in mind by all bidders.

#### **ARTICLE 18 Labor Market Area:**

All bidders shall have read Sections 31-52 and 31-52a of the General Statutes of Connecticut, as revised. These sections relate to the preference of State citizens and the preference of residents of the labor market area in which the work under the contract is to be done and the penalties for violations thereof.

In order to avoid violations by the contractor and to cooperate with and assist the State in the implementation of the statutory mandates, any bidder awarded a contract with the State shall be required to provide the State with the following information:

- 18.1 The names and addresses of employees utilized by the contractor and by its subcontractors and how long each such employee has resided in Connecticut.

- 18.2 How long each employee has resided in the labor market area, as established by the State Labor Commissioner, in which the work under the contract is to be done. Labor market areas are indicated on the end of this section.
- 18.3 Within thirty (30) days after the start of work, the contractor shall submit a signed statement setting forth the procedures the contractor and its subcontractors have taken to assure that they have sought out qualified residents of the labor market area. Also, the statement shall include information as to how many persons were considered for employment and how many were actually hired. Such procedures will include, but not be limited to, obtaining names of available persons from area Employment Security Offices.
- 18.4 In the same manner as item (18.3) above, the statement shall indicate the steps taken to assure that the contractor and its subcontractors have sought out qualified residents of this State.
- 18.5 The contractor shall cooperate with and provide information to the construction supervisor or inspector of the State assigned to collect and verify the information required. The State may request that all such information be updated during the term of the contract at reasonable times.
- 18.6 All such information gathered and compiled by the State shall be forwarded to the Labor Commissioner.

***Pursuant to Section 31-52b of the General Statutes of Connecticut, as revised:***

"The provisions of sections 31-52 and 31-52a shall not apply where the State or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of said sections or regulative procedures pursuant thereto."

However, no exception shall be determined to be applicable unless stated in writing by the Commissioner of the Department of Public Works.

**INSERT LABOR MARKET AREAS MAP**

**CONNECTICUT  
DEPARTMENT OF LABOR  
LABOR MARKET AREAS**

**END OF SECTION**

**Project:** (Insert Project Description Here)

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**Minimum Rates and Classifications  
for Building Construction**

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

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By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following pages are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or sub-contractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his hourly wage.

**Project  
Number:**

**Project Town:**

**Project:** (Insert Project Description Here)

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The following pages contain:

Contractors Wage Certification Form	1 page
Prevailing Wage Rates - English	8 pages
Prevailing Wage Rates - Spanish	11 pages
Informational Bulletin - Occupational Classifications	2 pages
Footnotes	3 pages
Special Notice re Wage Rate Adjustments	1 page
Weekly Payroll Certification Form (WWS-CP1)	1 page
Fringe Benefits Explanation (P)	1 page
Weekly Payroll Certification Form (WWS-CP2)	1 page

**As of:** (As stated at bottom of Wage Rates)

*INSERT ALL WAGE RATE PAGES AS DESCRIBED ON  
PAGE 1 OF 17, EXCEPT FOR THE LAST THREE PAGES,  
WHICH ARE INCLUDED HEREWITH.*



SECTION 00300  
**CERTIFICATE OF INSURANCE**  
 PAGE 1 OF 1

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A COMPANY B COMPANY C COMPANY D		
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT			<b>LIMITS</b> GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 100,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b> <span style="float: right;">Indicate the project and project number in this space.</span> The State of Connecticut is endorsed as an additional Insured on all of the above policies except Automobile Liability and Workers' Compensation. If Builders Risk Insurance is indicated, The State of Connecticut is endorsed as a Loss Payee.				
<b>CERTIFICATE HOLDER</b> State of Connecticut Department of Public Works 165 Capitol Avenue, Room G-35 Hartford, CT 06106		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

ACORD 25-S (1/95)

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**SET-ASIDE CONTRACTOR SCHEDULE**

**CERTIFIED MAIL**

Contractor:

Attention:

BID OPENING DATE:

Re:

Date:

Dear:

Your bid on referenced project is one of the three (3) apparent lowest bids received.

**Named Subcontractor Bidders Qualification Statement(s) (00035) is/(are) required for this project, only for your Named Subcontractors listed in Schedule 7.5.1 of your Bid Proposal. Please submit at this time.**

In accordance with Section 4.6.1 of your Bid proposal Form, you are required to list below the names of each currently certified set aside contractor to be used for this project, along with the dollar amount to be paid each set-aside contractor.

The responsibility for listing a qualified and certified set aside contractor rests solely with the bidder and not the State. Listing a set-aside contractor who does not qualify may be considered the same as not listing one at all and the bid may be considered non-responsive and subject to rejection.

NAME	ADDRESS	AMOUNT	INDICATE WHETHER SUBCONTRACTOR OR SUPPLIER, OR BOTH

Note: Insert required information in only one of the (3) options below, then delete the other options and this prompt box.

- This amount must be not less than \_\_\_\_\_% of the total contract cost as stated on the Bid Proposal Form, Section 7.3.1.
- This amount must be not less than \_\_\_\_\_% of the total contract cost as stated on the Bid Proposal Form, Section 7.3.1. (Including \_\_\_\_\_% Minority Business Enterprises.)
- This amount must be not less than \_\_\_\_\_% of the total contract cost as stated on the Bid Proposal Form, Section 7.3.1. (Minority Business Enterprises.)

**CERTIFICATE OF ELIGIBILITY FOR EACH OF THE NAMED  
SET-ASIDE CONTRACTORS MUST BE SUBMITTED WITH THIS FORM.**

---

Authorized Signature & Title

---

Date

THIS FORM MUST BE SUBMITTED NO LATER THAN \_\_\_\_\_ TO: STATE OF  
CONNECTICUT, DEPARTMENT OF PUBLIC WORKS 165 CAPITOL AVENUE, HARTFORD,  
CONNECTICUT 06106, ROOM #G-35.

END OF SECTION

---

**CONTRACT**

CONTRACT FOR:

Dated as of \_\_\_\_\_ by and between the State of Connecticut (herein called the "State") acting herein by its Commissioner, Department of Public Works under the provisions of Section 4-8 and subsection (a) of Section 4b-1, the General Statutes of Connecticut, as revised, and \_\_\_\_\_ (herein called the "Contractor").

WITNESSETH, that the State and the Contractor in consideration of the hereinafter contained mutual promises and covenants, do hereby agree as follows:

**1. CONTRACT AND CONTRACT DOCUMENTS**

The Invitation for Bids, the enumerated Plans, the Specifications and Amendments thereto, the Addenda, the Bid Proposal as accepted by the Commissioner, Department of Public Works, Order of Award, which Order is made a part of this Contract, the General Conditions, the General Requirements, the Contract and the Bonds shall form part of this Contract and the provisions thereof shall be as binding upon the parties as if they were fully set forth herein. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said Documents, are solely to facilitate to various provisions of the Contract Documents and in no way affect, limit, or cast light upon the interpretations of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include this Contract, the Invitation for Bids, the enumerated Plans, Specifications and Amendments thereto, the Addenda, the Bid Proposal as accepted by the Commissioner, Department of Public Works, the General Conditions, the General Requirements, the Bonds, the Notice to Bidders, the Wage Scales, the Supplementary Conditions, and the Insurance Certificates.

**2. SCOPE OF THE WORK**

The Contractor shall furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to the work contemplated by this Contract as required by and in strict accordance with applicable Plans, Specifications and Amendments thereto, and Addenda (hereinafter enumerated), and as required by and in strict accordance with such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by this Contract.

**3. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA**

The following is an enumeration of the Plans, Specifications, and Addenda:

PLANS: Prepared by:

SPECIFICATIONS:

ADDENDA:

**4. COMPENSATION TO BE PAID THE CONTRACTOR**

The State will pay and the Contractor will accept in full consideration for the performance of the Contractor's obligation hereunder the sum of: \_\_\_\_\_ Dollars and 00/100 (\$ ).

**5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, the Commissioner, Department of Public Works for and on behalf of the State of Connecticut, and the Contractor have executed this contract on the day and year first written.

ATTESTED BY:

STATE OF CONNECTICUT

WITNESS: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
James T. Fleming  
Commissioner  
Department of Public Works

WITNESS: \_\_\_\_\_  
Print Name

Date Signed: \_\_\_\_\_

SEAL

WITNESS: \_\_\_\_\_  
Print Name

(Type in Name of Contractor here)

WITNESS: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Its \_\_\_\_\_, Duly Authorized

Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**END OF SECTION**

**STATE OF CONNECTICUT**  
**DEPARTMENT OF PUBLIC WORKS**

July 1, 2004

All Department of Public Works Contractors

SUBJECT: Set-Aside Contract Laws

Dear Sir/Madam:

The administration of Governor M. Jodi Rell is committed to supporting the subject programs by encouraging all contractors on State projects to improve their efforts in these areas.

State law requires contractors doing business with the State to demonstrate non-discrimination by making "good faith efforts" in both hiring and in sub-contracting practices (Conn. General Statute Section 4a-60).

What does "good faith efforts" mean? It means that you, as contractors, must act affirmatively. It is not good enough to say you can't find minorities and women. You must seek them out. That is the law, and the Department of Public Works (DPW) is committed to enforcing the law. At the same time, we are ready to assist you in making "good faith efforts."

The Department of Public Works is required by CGS 4a-60g(b) and (c) to set aside projects (amounting to 25% of its annual contract awards) for small business and 25% of that amount for minority business enterprises. DPW may require any general contractor to set aside a portion of the contract for subcontractors who are small businesses or minority business enterprises in lieu of setting aside a project or in addition to setting aside a project.

Therefore, unless otherwise specified in the bid proposal forms, DPW will require contractors to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and further will require contractors to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services. These statutory goals represent the minimum values expected to be achieved by this program.

Together, we can meet the challenge of providing equal opportunity for minority and women-owned businesses and workers in our State. We expect superior results in the areas of affirmative action, equal employment opportunity, and set-aside contracts. The DPW standard in these areas is not just minimal effort. Our goal is to uphold the letter and the spirit of the law.

Sincerely yours,

James T. Fleming  
Commissioner

JTF:DB/das

## **Non-Discrimination and Affirmative Action Provisions for State Contracts**

### **Section 1) CHRO – Contract Compliance Regulations Notification to Bidders**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in CHROs "Employment Information Form\*," indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

- \* The Commission on Human Rights and Opportunities (CHRO) "Employment Information Form" shall be requested from the lowest qualified bidder to be submitted to the awarding agency, the Department of Public Works (DPW).

**Section 2) Non-Discrimination and other Contract Compliance Requirements**

Pursuant to CONN. GEN. STAT. § 4a-60 and §4a-60a and, the Regulations of Connecticut State Agencies Sections 46a-68j-21 to 46a-68j-43, a contractor agrees to the following:

- 1) Not to discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability including, but not limited to, blindness (unless it is shown that such disability prevents performance of the work involved) in the performance of a contract, in any manner prohibited by the federal and Connecticut anti-discrimination and contract compliance laws;
- 2) To undertake affirmative action which will insure that applicants with job-related qualifications are employed and that employees are treated, when employed, without regard to whether they belong to any of the groups identified in Paragraph # 1) above;
- 3) To include a statement that the contractor is an "affirmative action-equal opportunity employer", in all solicitations or advertisements for employees placed by or on behalf of the contractor;
- 4) To provide each labor union or representative of workers with which such contractor has a collective bargaining agreement and each vendor with which such contractor has a contract, a notice advising them of the contractor's commitments under CONN. GEN. STAT. § 4a-60 and §4a-60a. The notice is available by contacting the Commission on Human Rights and Opportunities (the Commission);
- 5) To post copies of the notice referred to in item 4) in conspicuous places available to employees and applicants;
- 6) To provide the Commission with such information requested by said agency, permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of CONN. GEN. STAT. § 4a-60, §4a-60a and § 46a-56 and, cooperate fully with the Commission; and,
- 7) To include the language of CONN. GEN. STAT. § 4a-60 (a) and §4a-60a (a) in every subcontract or purchase order executed to fulfill any obligation of the contract with DPW.



**Section 3) Affirmative Action Requirements for Certain Public Works Contracts for Construction**

Pursuant to CONN.GEN. STAT. § 46a-68c and §46a-68d and, the Regulations of Connecticut State Agencies Sections 46a-68j-21 to 46a-68j-29, the following must file an affirmative action plan with the Commission:

- 1) A successful bidder on a public works contract<sup>1</sup> with a value of \$500,000 or more. The plan must be filed within thirty (30) days after a bid has been accepted by an awarding agency but before a contract is awarded. A plan may be filed in advance of or, at the same time as a bid is submitted.
- 2) A contractor with fifty (50) or more employees who has been awarded a public works contract in excess of \$50,000 in any fiscal year. A plan must be filed within thirty (30) days of the date a contract is awarded.

The Commission must review a plan within sixty (60) days of receipt and must either approve or reject a plan. Should the Commission approve an affirmative action plan, the Commission will issue a certificate of compliance. This certificate of compliance shall be proof of a successful bidder's or a contractor's eligibility to bid or be awarded contracts for a period of two (2) years from the date of the certificate. This certificate does not excuse a successful bidder or contractor from being monitored by the Commission for implementation of its affirmative action plan or, from its reporting requirements under CONN. GEN. STAT. § 46a-68e and § 46a-68f. (Refer to Section 6) Also, the Commission may revoke the certificate if a successful bidder or contractor does not implement its affirmative action plan.

Should the Commission opt to disapprove an affirmative action plan, the Commission must notify the successful bidder or contractor in writing within ten (10) days of the disapproval. The notice will state the reason for disapproval and may provide necessary proposals to bring the plan into compliance. The successful bidder or contractor must then submit a new or amended plan, within thirty (30) days of the date the notice of disapproval is mailed by the Commission.

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<sup>1</sup> According to CONN. GEN. STAT. § 46a-68b, a "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

In addition, the Commission may conditionally approve an affirmative action plan for a successful bidder on a public works contract valued at \$500,000 or more. The Commission must notify the successful bidder in writing within ten (10) days of the conditional disapproval and state the reason for conditional approval and, may provide necessary proposals to bring the plan into compliance. The successful bidder must then submit a new or amended plan or, provide written assurances that it will amend its plan to conform to affirmative action requirements, within thirty (30) days of the date the notice is mailed by the Commission.

The awarding agency (DPW) will provide a successful bidder or contractor with a copy of the Commission's Affirmative Action Plan format. All sections of this Affirmative Action Plan format must be completed by the successful bidder or contractor and forwarded to the Commission. Also, the awarding agency (DPW) shall withhold 2% of the total contract price per month from any payment made to a contractor until such time as the contractor has developed an affirmative action plan, which has been approved by the Commission.

**Section 4) "Good Faith Efforts" to Include Minority Business Enterprises as Subcontractors**

In addition to, or in the absence of, any other subcontractor requirements included in this project, contractors are required to make "good faith efforts" to include minority business enterprises in the work of this project as subcontractors (for services and/or material suppliers). For purpose of identifying minority business enterprises, a minority business enterprise shall be a subcontractor which has a valid certification as such from the Department of Administrative Services (DAS) and/or a subcontractor for which an affidavit has been submitted by the contractor attesting that the subcontractor named as a minority business enterprise meets the minority business enterprise criteria set out in CONN. GEN. STAT. § 4a-60(b).

For purposes of identifying a minority business enterprise who is not certified by DAS, and in order to recognize the contractor's "good faith efforts" to include minority business enterprises in the work of the project, a contractor who becomes the apparent low bidder will be requested by the awarding agency (DPW) to submit an Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE), prior to the award of a contract.

For purposes of identifying any small contractor and/or minority business enterprise which will participate on the project as a "set-aside" subcontractor, only a subcontractor which has a valid certification issued by DAS shall be acceptable.

"Good faith effort" means "that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations" and includes, but is not limited to, the following factors: the contractor's employment and subcontracting policies and practices; affirmative advertising, recruitment, training, technical assistance activities and such other reasonable activities or efforts as the Commission may recommend to ensure the participation of minority business enterprises in state projects.

This contract may be subject to the provisions the Set-Aside Program for Small Contractors found at CONN. GEN. STAT. § 4a-60g and may be awarded only to a contractor certified as a small and/or minority business enterprise by DAS. The notification as to this special provision will be found in the Invitation to Bid for this contract. The listing of eligible "Set-Aside" contractors is found on DAS' web site. ([www.das.state.ct.us/purchase/setaside/index.html](http://www.das.state.ct.us/purchase/setaside/index.html)) In the event that the Set-Aside Program for Small Contractors applies to this contract, the following special provisions will also apply:

5.1 Amount of Work Required to Be Done by "Set-Aside" Contractors

A contractor awarded a contract on a project pursuant to the provisions of CONN. GEN. STAT. § 4a-60g shall be required to perform not less than fifteen (15) per cent of the work with his/her own forces and shall ensure that not less than twenty five (25) per cent of the work be performed by contractors or subcontractors who are certified as small contractors or minority business enterprises pursuant to CONN. GEN. STAT. § 4a-60g.

The primary product/service performed by contractors working on a contract awarded under CONN. GEN. STAT. § 4a-60g must be the same as the primary product/service described for the contractors on their "Certificate of Eligibility" which is provided to them by DAS.

5.2 Alternate Bonding Available to "Set Aside" Contractors

In lieu of a performance, bid, labor and materials or other required bond, a contractor or subcontractor awarded a contract under CONN. GEN. STAT. § 4a-60g may provide to the awarding authority (DPW) and the awarding authority shall accept a "Letter of Credit". Any such "Letter of Credit" shall be in an amount equal to ten (10) per cent of the contract for any contract that is less than one hundred thousand (\$100,000) dollars, and in the amount of twenty-five (25) per cent for any contract that is one hundred thousand (\$100,000) dollars or more.

5.3 Procedures to Follow Regarding Substitution of Named Project "Set-Aside" Subcontractors

The awarding authority (DPW) may also require the contractor to set aside a portion of the contract for subcontractors who are eligible for set aside contracts. The awarding authority shall not permit substitution of a subcontractor for one named in accordance with the provisions of CONN. GEN. STAT. § 4b-95 or

substitution of a subcontractor for any designated sub-trade work bid to be performed by the contractor's own forces, except for good cause.

Pursuant to CONN. GEN. STAT. § 4b-95, the term "good cause" includes but is not limited to a subcontractor's or, where appropriate, a general contractor's:

- 1) Death or physical disability, if the listed subcontractor is an individual;
- 2) Dissolution, if a corporation or partnership;
- 3) Bankruptcy;
- 4) Inability to furnish any performance and payment bond shown on the bid form;
- 5) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work;
- 6) Failure or inability to comply with a requirement of law applicable to contractors and subcontractors, or to subcontracts for construction, alteration, or repair projects;
- 7) Failure to perform his/her agreement to execute a subcontract under CONN. GEN. STAT. § 4b-96.

Any general contractor who violates any provision of CONN. GEN. STAT. § 4b-95 shall be disqualified from bidding on other contracts that are subject to the provisions of Chapter 60 (Construction and Alterations of State Buildings) of the Connecticut General Statutes, for a period not to exceed twenty-four (24) months, commencing from the date on which the violation is discovered, for each violation.

## **Section 6) Contract Monitoring and Reporting**

The Commission has the authority to monitor state contractor pursuant to CONN. GEN. STAT. § 46a-68e and 46a-68f and Section 46a-68j-23(3) of the Administrative Regulations of Connecticut State Agencies. In addition, under Sections 46a-68j-25(e) and 46a-68j-26 (g) of the Administrative Regulations of Connecticut State Agencies, the Commission has the authority to monitor the implementation of an affirmative action plan regarding: a) a successful bidder who has been awarded a public works contract valued at \$500,000 or more and, b) a contractor with fifty (50) or more employees who has been awarded a public works contract in excess of \$50,000 in any fiscal year. In order to monitor the implementation of these plans, the Commission requires that the following contract monitoring reports be compiled and submitted:

- 1) Quarterly Small Contractor and Minority Business Enterprise Payment Status Report (form chro: cc-258). A contractor is required to report on the

participation of small contractors or minority business enterprises identified to participate on the project. The report must be submitted to the contract awarding agency (DPW) and to the Commission by the 15<sup>th</sup> day following the end of each calendar quarter during the term of the on-site construction work of the project.

**Website page:**

[http://www.state.ct.us/chro/metapages/ContractCompliance/CC\\_forms/CHRO-CC-258.pdf](http://www.state.ct.us/chro/metapages/ContractCompliance/CC_forms/CHRO-CC-258.pdf)

- 2) Monthly Employment Utilization Report (form chro: cc-257). A contractor, on behalf of itself and all subcontractors who perform work on the project during a given month, is required to report on the work hour participation of minority male and female workers in each trade category on the project. The report must be submitted to the contract awarding agency (DPW) and to the Commission by the 15<sup>th</sup> day following the end of each calendar month during the term of the on-site construction work of the project.

**Website page:**

[http://www.state.ct.us/chro/metapages/ContractCompliance/CC\\_forms/monthlyemploymentutil257.pdf](http://www.state.ct.us/chro/metapages/ContractCompliance/CC_forms/monthlyemploymentutil257.pdf)

In addition, the Commission expects that a contractor will designate an Equal Opportunity/Contract Compliance Officer for its public works project who will compile the above quarterly and monthly reports, as well as, undertake the following responsibilities for implementation of its project Affirmative Action Plan (AAP):

- 1) Maintain a project Equal Employment Opportunity (EEO) file to include all records, correspondence and other documentation relate to the project AAP.
- 2) Communicate to and inform all project subcontractors, regardless of tier, and labor referral organizations (if applicable) about project equal employment and AAP commitments and performance requirements.
- 3) Participate in project job meetings to inform project subcontractors about project equal employment and AAP performance requirements.
- 4) Track the use of employment recruitment sources identified in the project AAP

regarding all employment opportunities with all subcontractors on the project.

Also, maintain documentation of all contacts with these recruitment sources and their responses.

The Commission will forward a copy of the quarterly and monthly report to each contractor on a public works project.

**NOTE:** Bidders and state contractors may review the full text of the before referenced Connecticut General Statutes by accessing either the State Law Library's web site (<http://www.cslib.org/statutes/index.htm>) or, the State Legislatures' web site (<http://prdbasis.cga.state.ct.us/BASIS/TSPBKCP/LIN1/PUB/MSF>). The full text of the Regulations of Connecticut State Agencies Sections 46a-68j-21 through 46a-68j-43 may be reviewed by accessing the Commission's web site (<http://www.state.ct.us/chro/>) In the alternative, bidders or state contractors may request a copy of these state statutes and regulations by contacting the Commission at (860) 541-3400 (in Hartford) or 1 (800) 477-5737.



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COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES/  
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<b>Commission on Human Rights and Opportunities</b> Contract Compliance Unit 21 Grand Street Hartford, CT 06106		<b>1. MONTHLY EMPLOYMENT UTILIZATION REPORT</b> (FORM CHRO cc-257)		<b>PROJECT AREA (MSA):</b> 2. EMPLOYERS FEIN NO. _____		<b>3. PROJECT AAP GOALS</b> MINORITY: _____ FEMALE: _____		<b>4. REPORTING PERIOD</b> FROM: _____ TO: _____	
<b>PROJECT NAME:</b> CONTRACT NUMBER: _____		<b>NAME AND LOCATION OF CONTRACTOR (submitting report):</b> STATE AWARDING AGENCY: _____							

5. CONSTRUCTION TRADE (please identify)	CLASSIFICATION	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT										9. TOTAL NUMBER OF EMPLOYEES	10. TOTAL NUMBER OF MINORITY EMPLOYEES				
		6a. TOTAL HOURS BY TRADE		6b. BLACK (incl of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE				7. MINORITY PERCENT	8. FEMALE PERCENT		
		M	F	M	F	M	F	M	F	M	F						
	Journey Worker Apprentice Trainee																
	SUB-TOTAL																
	Journey Worker Apprentice Trainee																
	SUB-TOTAL																
	Journey Worker Apprentice Trainee																
	SUB-TOTAL																
	Journey Worker Apprentice Trainee																
	SUB-TOTAL																
	Journey Worker Apprentice Trainee																
	SUB-TOTAL																
TOTAL JOURNEY WORKERS																	
TOTAL APPRENTICES																	
TOTAL TRAINEES																	
GRAND TOTAL																	

<b>11. COMPANY OFFICIALS SIGNATURE AND TITLE</b> _____	<b>12. TELEPHONE NUMBER (including area code)</b> _____	<b>13. DATE SIGNED</b> _____	<b>PAGE</b> _____ <b>OF</b> _____
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QUARTERLY SMALL CONTRACTOR AND  
MINORITY BUSINESS ENTERPRISE  
PAYMENT STATUS REPORT

Quarter Ending \_\_\_\_\_

- 1) General Contractor Name
- 2) State Contract Number
- 3) State Contract Award Agency
- 4) Project Name                      5) Estimated Completion Date \_\_\_\_\_
- 6) Project Value                      7) Percent Completed to Date \_\_\_\_\_  
(Include all change orders)
- 8) Listing of all small contractors and minority business enterprise contractors on the project to comply with contractual small business set aside provisions:

Company Name	Total Contract Amount (Include all change orders)	Total Monies Paid to Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Date of Report

Copy: 1) Contract Awarding Agency  
2) Commission on Human Rights & Opportunities:  
21 Grand Street, Hartford, CT 06106

Addenda # B

CHRO cc-258

**General Conditions of the Contract for Construction  
Department of Public Works  
State of Connecticut**

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**ARTICLE 1**  
**DEFINITIONS**

WHENEVER THE FOLLOWING TERMS, OR PRONOUNS IN PLACE OF THEM, ARE USED THE INTENT AND MEANING SHALL BE AS FOLLOWS:

**1.1 ADDITIONAL OR DELETED WORK:** Work required by the Department that, in the judgment of the Commissioner, involves any addition to, deduction from, or modification of the Work required by the Contract Documents.

**1.2 AGENCY:** The (User) Agency of the State of Connecticut having administrative authority of the facility in which the Work is being performed.

**1.3 APPLICATION FOR PAYMENT, PARTIAL PAYMENT OR REQUISITION:** Contractor's certified request for payment for completed portions of the Work and, if the Contract so provides, for materials or equipment suitably stored pending their incorporation into the Work.

**1.4 ARCHITECT OR ENGINEER:** A sole proprietor, partnership, firm, corporation or other business organization under contract with the Owner, commissioned to prepare Contract Drawings and specifications, to advise the Owner and in certain cases, to perform regular inspections during construction and when authorized to perform the duties of the Construction Administrator.

**1.5 AS-BUILT DRAWINGS:** Construction Drawings revised by the Contractor to show all significant Modifications made during the construction process.

**1.6 BASE BID:** Monetary value stated in the Bid Proposal form as the sum for which the bidder offers to perform the Work described in the Bidding Documents, exclusive of adjustments for Supplemental Bids.

**1.7 BID BOND:** Form of bid security executed by the Bidder as Principal and by a Surety to guarantee that the Bidder will enter into a Contract within a specified time and furnish any required bond as mandated by Connecticut General Statute Section 4b-92.

**1.8 BIDDER:** A sole proprietor, partnership, firm, corporation or other business organization submitting a Bid on the Bid Proposal Form for the Work contemplated.

**1.9 BIDDING DOCUMENTS:** Collectively, the Bidding Requirements and the proposed Contract Documents, including any addenda issued prior to receipt of Bids.

**1.10 BID OR BID PROPOSAL FORM:** A complete and duly signed proposal to perform Work (or a designated portion thereof) for a stipulated sum submitted in accordance with the Bidding Documents.

**1.11 BID SECURITY:** Certified check or Bid Bond submitted with Bid Proposal Form, which provides that the Bidder, if awarded the Contract, will execute such Contract in accordance with the requirements of the Bidding Documents.

**1.12 BUILDER'S RISK INSURANCE:** A specialized form of property insurance which provides coverage for loss or damage to the Work pursuant to the Contract Documents.

**1.13 CASH ALLOWANCE:** An amount established in the Contract Documents for inclusion in the Contract Sum to cover the cost of prescribed items not specified in detail, and as shown in the Allowance Schedule.

**1.14 CERTIFICATE OF COMPLETION:** A document issued by the Construction Administrator to the Owner stating that the Contractor has met all contractual obligations.

**1.15 CERTIFICATE OF COMPLETION and ACCEPTANCE:** A document issued by the Owner to the Contractor stating that all Work has been completed and that the Work is accepted by the Owner.

**1.16 CERTIFICATE OF COMPLIANCE:** A document issued to the Owner by the design professional stating that for the portion of the project completed, either the design portion or the construction portion, has been performed in substantial compliance with all applicable building codes

**1.17 CERTIFICATE OF OCCUPANCY:** Document issued by the authority having jurisdiction certifying that all or a designated portion of a building is approved for its designated use.

**1.18 CERTIFICATE OF SUBSTANTIAL COMPLETION:** A document prepared by the Architect and approved by the Owner on the basis of an inspection stating:

1.18.1 that the Work, or a designated portion thereof, is determined to be Substantially Complete;

1.18.2 the date of Substantial Completion;

1.18.3 the responsibilities of the Owner and the Contractor for security maintenance, heat, utilities, damage to the Work and insurance; and

**1.18.4** the time within which the Contractor shall complete the remaining work.

**1.19 CHANGE ORDER:** Written authorization signed by the Owner, authorizing a modification in the Work, an adjustment in the Contract Sum, or an adjustment in the Contract Time.

**1.20 COMMISSIONER:** The State of Connecticut, Department of Public Works (DPW) Commissioner acting directly or through specifically authorized DPW personnel or agent(s) having authority to perform duties defined in Article 25.

**1.21 CONSTRUCTION ADMINISTRATOR:** A sole proprietor, partnership, firm, corporation or other business organization, under contract or employed by the Owner commissioned and/or authorized to oversee the fulfillment of all requirements of the Contract Documents. The authorized Construction Administrator may be a Department of Public Works Assistant Project Manager, Department of Public Works Project Manager, a Clerk of the Works, an Architect, a Consulting Architect, a Consulting Construction Administrator, a Consulting Engineer etc. or any other designee as authorized and identified by the Owner.

**1.22 CONSTRUCTION CHANGE DIRECTIVE:** A written authorization signed by the Owner, directing a modification in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, Contract Time or both.

**1.23 CONTRACT DOCUMENTS OR CONTRACT:** The Agreement between Owner and Contractor, Conditions of the Contract (General Conditions, Supplementary Conditions, General Requirements and other Conditions), Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract, all of which shall constitute the Contract.

**1.24 CONTRACTOR OR GENERAL CONTRACTOR:** A sole proprietor, partnership, firm or Corporation, under direct contract with the Department of Public Works, responsible for performing the Work under the Contract Documents. Whenever the words "Contractor" or "General Contractor" are used it shall be understood to mean Contractor.

**1.25 CONTRACTOR'S LIABILITY INSURANCE:** Insurance purchased and maintained by the Contractor that insures the Contractor for claims for property damage, bodily injury or death.

**1.26 CONTRACT START DATE OR DATE OF COMMENCEMENT OF THE WORK:** The date, specified by the Owner in the Notice to Proceed, on which the Contractor is required to start the Work.

**1.27 CONTRACT SUM:** The sum stated in the Contract, which is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**1.28 CONTRACT TIME:** The period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto. The days specified, calendar or working days, are stipulated in the Bidding Documents.

**1.29 DAY:** Whenever the word Day is used it shall be understood to mean calendar day or working day as stated on the Bidding Documents, unless stated otherwise.

**1.30 DEPARTMENT OF PUBLIC WORKS PROJECT MANAGER or PROJECT MANAGER:** The individual employed by the Owner, designated and authorized by the Commissioner, to be responsible for the overall management and oversight of the Project, and to represent the (User) Agency.

**1.31 EQUAL (S):** A replacement for the specified material, device, procedure, equipment, etc., which has been determined by the Architect and the Owner to be substantially identical to the first listed manufacturer or first listed procedure specified in terms of cost, quality and performance for the Project. The Equal does not constitute a modification in the scope of Work, the Schedule or Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

**1.32 FINAL ACCEPTANCE:** The Owner's written approval and acceptance of the Work issued to the Contractor upon written certification by the Architect of Final Completion.

**1.33 FINAL COMPLETION:** A written statement by the Architect to the Owner that the Work has been completed in accordance with the terms and conditions of the Contract Documents.

**1.34 FINAL INSPECTION:** Review of the Work by the Architect and Owner to determine whether Final Completion has been achieved.

**1.35 FINAL PAYMENT:** The last payment made by the Owner to the Contractor, made after notice of the Final Acceptance. Payment shall include the entire unpaid

balance of the Contract Sum as adjusted by Modifications.

**1.36 GENERAL CONDITIONS:** The General Conditions of the Contract for Construction, part of Division 0 of the Specifications.

**1.37 GENERAL REQUIREMENTS:** That part of the Contract Documents entitled General Requirements, which is Division 1 of the Specifications.

**1.38 GUARANTEE:** See Warrantee.

**1.39 LIQUIDATED DAMAGES:** A sum established in a Contract, usually as a fixed sum per day, as the predetermined measure of damages to be paid to the Owner due to the Contractor's failure to complete the Work within the Contract Time.

**1.40 LUMP SUM:** An item or category priced as a whole rather than broken down into its elements.

**1.41 MINOR CHANGES IN THE WORK:** Changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents, which shall be affected by written order issued by the Architect.

**1.42 MODIFICATION OR AMENDMENT:**

**1.42.1** A written change to the Contract Documents.

**1.42.2** A Change Order.

**1.42.3** A Construction Change Directive.

**1.42.4** Supplemental Instructions for minor changes in the Work and/or additional instructions to the Work.

**1.43 NOTICE TO BIDDER:** A notice contained in the Bidding Document informing prospective Bidders of the opportunity to submit Bids on a Project.

**1.44 NOTICE TO PROCEED:** Written notice, issued by the Commissioner or the Commissioner's authorized representative, to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for commencement of the Contract Time.

**1.45 OWNER OR DEPARTMENT:** The State of Connecticut, Department of Public Works acting through its Commissioner or specifically authorized Department personnel or agent.

**1.46 PAYMENT BOND, LABOR BOND OR MATERIAL BOND:** A bond in which the Contractor and

the Contractor's surety guarantee to the Owner that the Contractor will pay for labor and materials furnished for use in the performance of the Contract, as required by Connecticut General Statutes Section 49-41.

**1.47 PERFORMANCE BOND OR SURETY BOND:** A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Work will be performed in accordance with the Contract Documents, as required by Connecticut General Statutes Section 41.

**1.48 PERFORMANCE SPECIFICATION:** A description of the desired results or performance of a product, material, assembly, procedure, or a piece of equipment with criteria for identifying the standard.

**1.49 PLANS OR DRAWINGS:** All drawings or reproductions of drawings pertaining to the construction of the Work contemplated and its appurtenances.

**1.50 PROJECT:** The total construction of which the Work performed under the Contract Documents may be the whole or a part.

**1.51 PROJECT MANUAL:** The set of documents assembled for the Work which includes, but is not limited to, Contract Documents, Bidding Requirements, Sample Forms, Conditions of the Contract, General Requirements and the Specifications.

**1.52 PROPRIETARY SPECIFICATION:** A specification that describes a product, procedure, function, material, assembly, or piece of equipment by trade name and/or by naming the manufacturer(s) or manufacturer's procedure, exact model number, item, etc., of those products acceptable to the Owner.

**1.53 RETAINAGE:** A percentage of each Application for Payment and a percentage of the total contract sum retained by the Owner.

**1.54 SCHEDULE:** A Critical Path Method (CPM) or Construction Schedule as required by the Contract Documents which shall be a diagram, graph or other pictorial or written schedule showing all events expected to occur and operations to be performed and indicating the contract time, start dates, durations and finish dates and their relationship to Substantial Completion and Final Completion of the Work, rendered in a form permitting determination of the optimum sequence and duration of each operation.

**1.55 SCHEDULE OF VALUES:** A document furnished by the Contractor to the Architect and Owner stating the portions of the Contract Sum allocated to the various

portions of the Work, which is to be used for reviewing the Contractor's Applications for Payment.

**1.56 SECONDARY SUBCONTRACTOR:** A sole proprietor, partnership, firm or Corporation under direct contract with the Subcontractor to the General Contractor.

**1.57 SHOP DRAWINGS:** Drawings provided to Architect and Owner by a Contractor that illustrate construction, materials, dimensions, installation, and other pertinent information for the incorporation of an element or item into the construction as detailed Contract Documents.

**1.58 SPECIFICATIONS:** The description, provisions and other requirements pertaining to the method and manner of performing the Work and/or to the quantities and quality of materials to be furnished under the Contract.

**1.59 SUBCONTRACTOR:** A sole proprietor, partnership, corporation or other business organization under direct contract with the Contractor supplying labor and/or materials for the Work at the site of the Project.

**1.60 SUBMITTALS:** Documents including, but not limited to, samples, manufacturer's data, shop drawing, or other such items submitted to the Owner and Architect by the Contractor for the purpose of approval or other action, as required by the Contract Documents.

**1.61 SUBSTANTIAL COMPLETION:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**1.62 SUBSTITUTION:** A material, device, procedure, equipment, etc., which has been determined by the Architect and the Owner to be not an Equal to the first manufacturer or procedure listed in the Specification in terms of cost, quality and performance but which may be used in place of that item specified. The Substitution constitutes a modification in the Work, the Schedule or the Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

**1.62 SUPERINTENDENT:** The Contractor's representative at the site who is responsible for continuous field supervision, coordination, completion, completion of the work, and, unless another person is designated in writing by the contractor to the owner and the construction administrator, for the prevention of accidents.

**1.63 SUPPLEMENTAL BID:** The monetary value stated in the Bid to be added to the amount of the Base Bid if the corresponding Work, as described in the Bidding Documents, is accepted.

**1.64 SUPPLEMENTARY CONDITIONS:** An extension of the General Conditions applicable to any and all portions of Work under the Contract Documents.

**1.65 THRESHOLD LIMIT BUILDING:** Any proposed (new) structures or additions as defined by the Connecticut General Statutes Section 29-276b.

**1.66 UNIT PRICE:** The monetary value stated by the Owner or the Contractor, as a price per unit of measure for materials or services as described in the Contract Documents and/or Bidding Documents.

**1.67 WORK:** The construction and services required by the Contract Documents, and including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**1.68 WARRANTEE:** A written, legally enforceable assurance of specified quality or performance of a product or work or of the duration of satisfactory performance.

## **ARTICLE 2 CONDITIONS OF WORK**

**2.1** The Contractor shall carefully examine and study the conditions under which the Work is to be performed and the site of the Work, and compare the Contract Documents with each other and to information furnished by the Owner including but not limited to the plans and specifications, the form of the Contract, General Conditions, Supplementary Conditions, General Requirements, Bonds and all other Contract Documents associated with the Work.

**2.2** The Contractor shall report to the Construction Administrator all errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such errors, inconsistencies or omission and failed to report it to the Construction Administrator. If the Contractor performs any actions or construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without notice to the Construction Administrator, the Contractor shall assume responsibility for such performance and related costs for the correction and shall not be allowed

to submit any claim related to error, inconsistencies or omission.

**2.3** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Administrator at once; and it will be assumed that the Contractor has been satisfied as to all requirements of the Contract Documents. Any deterrent conditions at the site of the Work which are obvious and apparent upon examination of the site but are not indicated on the plans shall be corrected by the Contractor without additional compensation.

**2.4** In performing the Work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other Contractor, nor any inordinate disruption with the normal routine of the Owner, Institution or Agency operating at the site.

**2.5** No claims for additional compensation will be considered when additional costs result from conditions made known to, discovered by, or which should have been discovered by, the Contractor prior to Contract signing.

**2.6** The Contractor shall perform the Work in accordance with the Contract Documents and approved submittals pursuant to Article 5.

### **ARTICLE 3**

#### **CORRELATION OF CONTRACT DOCUMENTS**

**3.1** The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Where discrepancies of conflict occur in the Contract Documents the following order of precedence shall be utilized:

**3.1.1** Amendments and addenda shall take precedence over previously issued Contract Documents.

**3.1.2** The General Requirements take precedence over the Supplementary Conditions.

**3.1.3** The Supplementary Conditions take precedence over the General Conditions.

**3.1.4** The General Requirements take precedence over the General Conditions.

**3.1.5** The Specifications shall take precedence over the Plans.

**3.1.6** Stated dimensions shall take precedence over scaled dimensions.

**3.1.7** Large-scale detail drawings shall take precedence over small-scale drawings.

**3.1.8** The schedules contained in the Contract Documents shall take precedence over other data on the Plans.

**3.2** Neither party to the Contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. The Contractor shall give immediate written notification of any error or discrepancy discovered to the Construction Administrator, who shall take the necessary actions to obtain such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner. The Contractor shall then promptly proceed under the direction of the Owner and the provisions of Article 13. The Contractor's failure to provide immediate notice shall mean the Contractor will not be entitled to any additional compensation, either monetary or contract time adjustment, with respect to any discrepancy.

**3.3** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**3.4** Organization of the Specifications into divisions, sections and articles, and arrangement of drawings, shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**3.5** Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **ARTICLE 4**

#### **COMMENCEMENT AND PROGRESS OF WORK**

**4.1** The Work shall start upon the date given in the Notice to Proceed. The Contractor shall complete all the Work necessary for Final Completion, including but not limited to Substantial Completion, Contract close-out, testing and demonstration of all systems as required for acceptance, punchlist Work, training and submission of Record Documents, manuals, guarantees and warranties as stated in the Bidding Document.

**4.2** Time is of the essence with respect to the Contract Time. By executing the Contract, the Contractor confirms and agrees that the Contract Time is a rea-



sonable period to perform the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor may, at his discretion, plan to complete the work and achieve Substantial Completion in less time than the Contract Time.

**4.3** The Contractor's early completion schedule notwithstanding, the Owner reserves the right to order Modifications to the Work in accordance with Article 13 at any time during the Contract Time.

**4.4** The Contractor shall not be entitled to costs for delay due to Owner ordered Modifications or any other circumstances for the period of time between the Contractor's elected early completion and the end of the Contract Time. Costs include, but are not limited to, delays extended home or field office costs, supervisory and management costs incurred in performance of the Work. Early completion of the Work shall not merit additional compensation.

**4.5** If the Contractor is delayed at any time in the progress of Work by acts of God such as fire or flood or any action, injunction or stop order issued by any court, judge or officer of the court or any other court action beyond the Owner's control, then the Contract Time may be extended by Change Order for such reasonable time as demonstrated by the Contractor's Schedule and as the Owner may determine that such event has delayed the Work. In any event, the granting of an extension of time shall be solely within the discretion of the Owner.

**4.6** Except as otherwise may be provided herein, extensions of time shall be the Contractor's sole remedy for such delay. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of Work caused by the aforesaid causes.

**4.7** The Contractor acknowledges that the Contract amount includes and anticipates any and all delays, whether avoidable or unavoidable, from said orders, which may issue from any court, judge, court officer, or act of God, and that such delays shall not, under any circumstances, be construed as compensable delays.

**4.8** Any extension of the Contract Time shall be by Change Order pursuant to Article 13.

**4.9** The Contractor shall employ a competent superintendent and necessary assistants who will be in attendance at the project site, during the performance of the work, for the duration of the contract. The superintendent shall represent the Contractor, and communi-

cations given to the superintendent shall be binding as if given to the Contractor. All Communications from the Contractor concerning proposed changes to the Contract Sum, Contract Time, or Work, shall be in writing.

## **ARTICLE 5**

### **SUBMITTALS, PRODUCT DATA, SHOP DRAWINGS AND SAMPLES**

**5.1** Contractor shall review, approve and submit to the Construction Administrator all submittals including but not limited to Product Data, Shop Drawing and Sample Manufacturers, with such promptness as to cause no delay in the Work.

**5.2** Correction or approval of such submittals, Shop Drawings, Product Data sample will be made with reasonable promptness by the Architect. Approval will be general only and shall not relieve the Contractor from responsibility for errors in dimensions, for construction and field coordination of the Work or for any departure from the Contract Documents unless such departure has received the Owner's written approval.

**5.3** No Work governed by such drawings, schedules or samples shall be fabricated, delivered or installed until approved by the Architect.

**5.4** No damages for delays or time extensions will be granted even if approvals deviate from the approved Schedule.

## **ARTICLE 6**

### **SEPARATE CONTRACTS**

**6.1** The Owner reserves the right to perform Work in connection with the Contract with the Owner's own forces, or to let separate contracts relating to the Contract (Project) site or in connection with work on adjoining sites. In such cases, the Contractor shall afford such parties reasonable opportunity for storage of materials and equipment and coordinate and connect the Work with the work on adjoining sites or other projects, and shall fully cooperate with such parties in the matter required under Article 7 herein.

**6.2** Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, decision of the Owner shall be final and binding to all Contractors involved, including Contractors under separate Contracts.

**6.3** The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and hold harmless the Owner from any and

all damages or claims that may arise because of inconvenience or delay which the Contractor may cause other Contractors. If the Contractor experiences a loss because of the presence and operations of other Contractors working adjacent to or within the limits of the same project, then as between the Owner and the Contractor, the Contractor shall bear such loss.

**6.4** Insofar as possible, the Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors adjacent to or within the limits of the same project. The Contractor shall join its Work with that of others in an acceptable manner, and perform the Work in proper accordance with that of the others.

**6.5** In no event shall the Owner be responsible for any claim or damages that are the result of the Contractor's failure to coordinate the work with any Contractor or Subcontractor.

#### **ARTICLE 7** **COOPERATION OF TRADES**

**7.1** The Contractor shall be responsible for and shall control all activities of their Subcontractors. The Subcontractors shall consult and cooperate with one another. Each Subcontractor shall furnish all necessary information to other Subcontractors and shall lay out and install their own Work so as to avoid any delays or interference with the Work of others.

**7.2** Any cost or changes, cutting and/or repairing, made necessary by the failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect or their faulty Work installed.

#### **ARTICLE 8** **DAMAGES**

**8.1** The Liquidated Damages, provided in the Bidding Documents, will be assessed for each day beyond the date given for Substantial Completion of the Contract according to the Contract Time.

**8.2** The Liquidated Damages or any portion thereof may be waived at the sole discretion of the Commissioner.

**8.3** No payment by the Owner, either partial or final, shall be construed to waive the Owner's right to seek liquidated damages.

**8.4** In the event a court determines that the contract herein is null and void for any reason, Contractor agrees that Contractor will not seek or pursue any lawsuit or claim for damages, including, but not limited to, claims for loss of overhead or anticipated profits, against the Owner and the Owner shall not be liable for any damages which Contractor may incur as a result of such decision. In addition, if the court enjoins the Owner from entering into or proceeding with the contract herein, the Owner shall not be liable for any damages arising out of or relating to the award of such contract which Contractor may have incurred as a result of the injunction.

#### **ARTICLE 9** **MINIMUM WAGE RATES**

**9.1** In accordance with the provisions of the Connecticut General Statutes Section 31-53, the following applies:

"The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 31-53 of the general statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

**9.2** Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."

No wage adjustment will not be made to the Contract for any wage increase under this Article.

#### **ARTICLE 10** **POSTING MINIMUM WAGE RATES**

**10.1** The Contractor shall post at conspicuous points on the site of the Contract a Schedule showing all determined wage rates for all trades and all authorized deductions, if any, from wages to be paid.

**10.2** The Contractor shall provide weekly certified payrolls to the Owner for all persons working on the site.

## **ARTICLE 11**

### **CONSTRUCTION SCHEDULES**

**11.1** Unless otherwise specified in the Contract Documents, within twenty-one (21) calendar days from the contract start date, the Contractor shall submit the following to the Owner for approval:

**11.1.1** A comprehensive schedule of Submittals required by the Specifications. Said schedule shall include Submittal dates, required approval dates and date material must be on site.

**11.1.2** The Contractor shall allow a minimum of two weeks for the Owner and its agents' review of Submittals. No extension of the Contract Time shall be granted for revisions and resubmission. Further, the Contractor shall allow a minimum of eight weeks for testing and acceptance of the Work by the Owner and its agents.

**11.1.3** When the Contract Documents specify a "CPM Schedule" a detailed Critical Path Method Schedule is required using software approved by the Owner with as many activities as necessary to make the Schedule an effective tool for planning and monitoring the progress of the Work. The Contractor shall show all pertinent activities requiring coordination between trades.

**11.1.4** When the Contract Documents specify a "Construction Schedule" a detailed Construction Schedule is required using software approved by the Owner as a horizontal bar chart with a separate bar for each major portion of the Work or operation to make the Schedule an effective tool for planning and monitoring the progress of the Work.

**11.2** Unless otherwise specified under the Contract Documents, the Contractor shall provide a monthly update of the CPM Schedule or Construction Schedule in the format required by the Owner as well as a disk of the updated Schedule and program. If, in the opinion of the Owner, the Work is falling behind Schedule, the Contractor shall submit a revised Schedule demonstrating a recovery plan to ensure Substantial Completion of the Work within the Contract Time.

**11.3** Requisitions for partial payment will not be processed until the Contractor has complied with this requirement.

## **ARTICLE 12**

### **PREFERENCE IN EMPLOYMENT**

**12.1** Should this Contract be for the construction or repair of any building, then in the employment of labor to

perform the Work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three (3) months prior to the date hereof, have been residents of the labor market area, as established by the State of Connecticut Labor Commissioner, in which such Work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the Work is to be performed for at least three (3) months prior to the date hereof, and then to citizens of the state who have continuously resided in the State at least three months prior to the date hereof.

**12.2** Should this Contract be for a public works project other than for the construction, remodeling or repairing of public buildings covered by Connecticut General Statutes Section 31-52, then in the employment of mechanics, laborers or workmen to perform the Work specified herein, preference will be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been residents of this State, and if not such person is available then to residents of other states.

**12.3** The provisions of this Article shall not apply where the state or any sub-division thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of this Article or regulations related thereto.

## **ARTICLE 13**

### **COMPENSATION FOR CHANGES IN THE WORK**

**13.1** At any time, without invalidating the Contract and by a written order and without notice to the sureties, the Owner, through the Construction Administrator, may order modifications in the Work consisting of additions, deletions or other revisions. Upon request, the Contractor shall supply the Construction Administrator promptly with a detailed proposal for the same, showing quantities of and unit prices for the Work and that of any Subcontractor involved.

**13.2** Modifications to the Work will be authorized by a written Change Order, or if necessary to expedite the Work, a written Construction Change Directive, issued by the Owner as provided for in Article 26. Change Orders and Construction Change Directives shall be processed in accordance with the terms of the Contract Documents. Upon receipt of the written Change Order, the Contractor shall proceed with the Work when and as directed.

**13.3** If such Change Orders make the Work less expensive for the Contractor, the proper deductions shall be made from the Contract Sum, said deductions to be computed in accordance with the provisions listed in this Article 13.

**13.4** The Contractor and the Owner agree that the Contract Time specified for the performance of the Contract shall include not only the Work of the original Contract but also any Additional Work ordered by the Owner by Change Order. No extension of time will be granted if it is the opinion of the Owner that the additional Work can be performed concurrently with the original Work.

**13.5** The Contractor may request, and the Owner may grant additional contract time when, in the opinion of the Owner, the Contractor has demonstrated that such additional work cannot be performed concurrently with the original Work.

**13.6** The amount of compensation to be paid to the Contractor for any Additional or Deleted Work that results in a Change Order shall be determined in one of the following manners:

**13.6.1 AMOUNT OF COMPENSATION FOR CHANGE ORDER COSTS: LABOR, EQUIPMENT, BENEFITS AND MATERIAL**

**13.6.1.1** Unit Price: As stated in the Contract Documents.

**13.6.1.2** Unit Price: As subsequently agreed upon by the Contractor and Owner.

**13.6.1.3** Lump Sum: Agreed upon sum by the Owner and the Contractor. The Lump Sum must be based upon the following itemized costs:

**13.6.1.3.1** Labor (Contractor's or Subcontractor's own forces)

**13.6.1.3.2** Material (Used by Contractor's or Subcontractor's own forces).

**13.6.1.3.3** Benefits: (The established rates of the following benefit costs inherent to the particular labor involved):

**13.6.1.3.3.1** Workers Compensation.

**13.6.1.3.3.2** Federal Social Security.

**13.6.1.3.3.3** Connecticut Unemployment Compensation.

**13.6.1.3.3.4** Fringe Benefits.

**13.6.1.4** Rented Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces).

**13.6.1.5** Owned Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Daily rate is not to exceed 3% of the monthly rental rate as identified by a nationally recognized construction cost estimating guide or service. Trade related equipment, hand tools and power

tools, normally supplied with the labor are not compensable.

**13.6.2 OVERHEAD AND PROFIT PERCENTAGES:** (Maximum allowable percentages applied to labor, equipment, benefits and material)

**13.6.2.1** Contractor's markup for Work performed by their own forces:

Change Order Amount	Overhead and Profit
\$0 to \$ 5,000	20%
\$5,001 to \$15,000	17%
\$15,001 to \$25,000	15%
\$25,000 and greater	12%

**13.6.3 OVERHEAD AND PROFIT PERCENTAGES:** (Maximum allowable percentages applied to labor, equipment, benefits and material)

**13.6.3.1** Contractor's markup for Work performed by their Subcontractors forces.:

Change Order Amount	Overhead and Profit
\$0 and greater	6%

**13.6.4 OVERHEAD AND PROFIT PERCENTAGES:** (Maximum allowable percentages applied to labor, equipment, benefits and material)

**13.6.4.1** Subcontractor's markup for Work performed by their own forces:

Change Order Amount	Overhead and Profit
\$0 to \$ 5,000	20%
\$5,001 to \$15,000	17%
\$15,001 to \$25,000	15%
\$25,000 and greater	12%

**13.6.5 OVERHEAD AND PROFIT PERCENTAGES:** (Maximum allowable percentages applied to labor, equipment, benefits and material)

**13.6.5.1** Subcontractor's markup for Work performed by their Secondary Subcontractor's forces.

Change Order Amount	Overhead and Profit
\$0 and greater	6%

**13.7** Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by a written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond.

**13.8** On Work performed by a Secondary Subcontractor, the Owner recognizes no markup by the Secondary Subcontractor.

**13.9** If Unit Prices are not applicable and the parties cannot agree upon a lump sum, then the Commissioner, through the Construction Administrator, may at the option of the Commissioner take the following action(s):

**13.9.1** Issue a Construction Change Directive for the Additional or deleted Work. The amount of compensation shall be computed by the actual net costs to the Contractor based upon the following:

**13.9.1.1** Labor (Contractor's or Subcontractor's own forces)

**13.9.1.2** Material (Used by Contractor's or Subcontractor's own forces).

**13.9.1.3** Benefits: (The established rates of the following benefit costs inherent to the particular labor involved):

**13.9.1.3.1** Workers Compensation.

**13.9.1.3.2** Federal Social Security.

**13.9.1.3.3** Connecticut Unemployment Compensation.

**13.9.1.3.4** Fringe Benefits.

**13.9.1.4** Rented Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces).

**13.9.1.5** Owned Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Daily rate is not to exceed 3% of the monthly rental rate that can be identified by a nationally recognized construction cost estimating guide or service.

**13.9.2** Issue a Change Order adjusting the Contract Sum in the amount as determined by the Commissioner.

**13.10** For any Change Order or Construction Change Directive the Contractor shall, when requested, promptly furnish in a form satisfactory to the Construction Administrator and the Owner a complete detailed accounting of all costs relating to the Additional Work, including but not limited to certified payrolls and copies of accounts, bills and vouchers to substantiate actual costs. Further, the Owner reserves the right to access and make copies of the Contractor's records at any time upon written request from the Commissioner.

**13.11** If the Contractor wishes to make a claim for an increase in the Contract Sum for any damages sustained as a result of Additional Work, then the Contractor shall give the Owner, through the Construction Administrator, written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claims.

**13.12** No such claims shall be valid if the written no-

tice is submitted after the required seven (7) calendar days. In addition, the Contractor shall file with the Owner through the Construction Administrator daily or weekly itemized statements of the details and cost of such Work performed or damage sustained as may be required by the Owner.

**13.13** Failure of the Contractor to negotiate in good faith issues of time and costs and failure to provide requested documentation within (14) fourteen calendar days, or a time period accepted by the Commissioner, shall constitute a waiver by the Contractor of any claim. In such cases the Owner may elect to issue a unilateral Change Order in an amount deemed to be fair and equitable by the Commissioner. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, threatened injury to persons, or damage to Work on any adjoining property. In this case the Commissioner, through the Construction Administrator, shall issue a written order for such amount as the Commissioner finds to be reasonable cost of such Work.

## **ARTICLE 14 DELETED WORK**

**14.1** Without invalidating any of the terms of the Contract, the Commissioner may order deleted from the Contract any items or portions of the Work deemed necessary by the Commissioner.

**14.2** The compensation to be deducted from the Contract Sum for such deletions shall be determined in the manner provided for under the provisions of Article 13 or in the event none of the provisions of Article 13 are applicable than by the value as estimated by the Owner.

## **ARTICLE 15 MATERIALS: STANDARDS**

**15.1** Unless otherwise specifically provided for in the Specifications, all equipment, materials and articles incorporated in the Work are to be new and of the best grade of their respective kinds for the purposes. Whenever in the Contract Documents a particular brand, make of material, device, or equipment is shown or specified, the first manufacturer listed in the specification section is to be regarded as the standard. When the specification is proprietary and only one manufacturer is listed, the Contractor shall use the named manufacturer and no Substitutions or Equals will be allowed.

**15.2** Any other brand, make of material, device, equipment, procedure, etc. which is a deviation from the specified requirement is prohibited from use but may be considered by the Owner for approval as an Equal or Substitution. The Contractor is to adhere to the specific requirements of the Contract Documents. Substitutions are discouraged and are only approved by the Commissioner as an exception.

**15.3** Each request for an Equal or Substitution shall be submitted, with the appropriate documentation, as detailed in the Contract Documents, to the Construction Administrator. All requests will be compared to the first manufacturer or first procedure listed in the specific Specification section with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended including the size, rating and cost. All submissions must include all the required data for the first listed manufacturer or procedure as specified, as well as the proposed Equal or Substitution. The submission of all Equals or Substitutions to those specified must be made within the days listed below after the contract start date. After that time period, the Contractor shall provide what is specified unless otherwise allowed within the sole discretion of the Commissioner.

**15.3.1** 30 days for projects having a Contract Time duration of 180 days or less

**15.3.2** 60 days for projects having a Contract Time duration of 181 days to 360 days

**15.3.3** 90 days for projects having a Contract Time duration of 361 days or greater

**15.4** Contractor shall submit each request for Equal or Substitution to the Architect who shall review each request and make the following recommendations to the Owner:

**15.4.1** Acceptance or non-acceptance of the adequacy of the submission and required back-up,

**15.4.2** Determination of the category of the request for Substitution or Equal, and

**15.4.3** Overall recommendation for approval or rejection of the Substitution or Equal. The determination of the category as a Substitution may be grounds for an immediate rejection by the Owner.

**15.5** Approval of the Owner, for each Equal or Substitution shall be obtained before the Contractor proceeds with the Work. The decision of the Commissioner, in this regard, shall be final and binding on the Contractor.

**15.6** No extension of time will be allowed for the time period required for consideration of any Substitution or Equal. No extension of time will be allowed and no re-

sponsibility will be assumed by the Owner when a Contractor submits a request for Substitution or Equal, whether such request be approved or denied.

**15.7** If the Contractor submits any request for an Equal or a Substitution, he shall bear the burden of proof that such requested Equal or Substitution meets the requirements of the plans and specifications.

**15.8** The Contractor shall purchase no materials or supplies for the Work which are subject to any chattel mortgage or which are under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has good title to all materials and supplies used by him in the Work.

**15.9** All Products and systems supplied to the State as result of a purchase by a contractor shall be certified that, to the best of the supplier's knowledge there are no materials that are classified as hazardous materials being used within the assembly. Hazardous materials include, but are not limited to, products such as asbestos, lead and other materials that have proven to cause a health risk by their presence.

## **ARTICLE 16**

### **INSPECTION AND TESTS**

**16.1** The purpose of the inspections will be to assure that the Work is performed in accordance with the Contract Documents. These inspections shall include, but not be limited to all inspections and testing as required by the Owner, and any authorities have jurisdiction.

**16.2** All material and workmanship, if not otherwise designated by the Specifications, shall be subject to inspection, examination and test by the Commissioner at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. The Contract Documents additionally identify the parties responsible for performing and paying for the required testing and inspections. All required tests performed in a laboratory will be obtained and paid for by the Owner except when the tests show the Work to be defective. The Contractor shall pay for all the costs associated with re-tests and re-inspections for all tests and inspections which fail. The Owner will issue a deduct Change Order to recover said retesting costs from the Contractor. All other tests, unless otherwise specified, shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties, including the Owner.

**16.3** Without additional cost to the Owner, the Con-

tractor shall promptly furnish facilities, labor and materials necessary to coordinate and perform operational tests and checkout of the Work. The Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make all such testing safe and convenient.

**16.4** If, at any time before Final Completion and Final Acceptance of the Work, the Commissioner considers it necessary or advisable to examine of any portion of the Work already completed by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials. If such Work is found to be defective in any material respect, as determined by the Owner, because of a fault of the Contractor or any of the Contractor's Subcontractors, or if any Work shall have been covered without the approval or consent of the Commissioner (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including removal and/or demolition of the defective work, including labor, material, and testing, including labor, material, re-testing or re-inspecting, services of required consultants, additional supervision, the Commissioner's and the Construction Administrator's administrative costs, and other costs for services of other consultants.

#### **ARTICLE 17** **ROYALTIES AND PATENTS**

**17.1** If the Contractor desires to use any design, device, material or process covered by a patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the holder of said patent or copyright. The Contractor shall furnish a copy of this legal agreement to the Owner.

**17.2** The Contractor shall indemnify and hold harmless the Owner and Construction Administrator for any costs, expenses and damage which it may be obliged to pay by reason of any infringement of a patent or a copyright, at any time during the prosecution or after the Final Completion of the Work.

#### **ARTICLE 18** **SURVEYS, PERMITS AND REGULATIONS**

**18.1** Unless otherwise provided for, the Contractor shall furnish surveys necessary for the execution of the Work. The Owner will furnish the Contractor with two base lines and a benchmark.

**18.2** The Contractor shall obtain and pay for permits and licenses necessary for the execution of the Work

and the occupancy and use of the completed Work.

**18.3** The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including building and fire safety codes relating to the performance of the Work.

**18.4** If underground utilities may be involved in part of the Work the Contractor is required to request "Call-Before-You-Dig" to verify the location of underground utilities at least (3) Working Calendar Days prior to the start of any excavation. The Contractor shall also notify the Owner and Agency at least (3) Working Calendar Days prior to the start of any excavation. If "Call-Before-You-Dig" fails or refuses to respond to the Contractor's request, then the Contractor shall obtain the services of a qualified underground utility locating firm, at no additional cost to the Owner, to verify locations of underground utilities prior to the start of any excavation. The Contractor shall be held responsible for providing safety, protecting the Work and protecting workmen as necessary to perform the Work. The Contractor shall be responsible for maintaining and protecting all original utility mark-out at no additional cost to the Owner.

#### **ARTICLE 19** **PROTECTION OF THE WORK, PERSONS AND PROPERTY**

**19.1** The Contractor shall continuously and adequately protect the Work against damage from any cause, and shall protect materials and supplies furnished by the Contractor or Subcontractors, whether or not incorporated in the Work, and shall make good any damage unless it be due directly to errors in the Contract Documents or is caused by agents or employees of the Owner.

**19.2** To the extent required by law, by public authority, or made necessary in order to safeguard the health and welfare of the personnel or occupants of any of the state institutions, the Contractor shall adequately protect adjacent property and persons, and provide and maintain all facilities, including but not limited to passageways, guard fences, lights, and barricades necessary for such protection.

**19.3** The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with applicable provisions of federal and state safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall also comply with the applicable provisions of the Associated General Contractors' "Manual of Accident